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*Lib. A.* For recording Executions issuing from and returnable  
into the Inferiour Court of Common pleas for the  
County of Hampshire —

*Memorandum* — Forasmuch as the Executions contained in this book from  
page first to page fourteenth thereof were originally entered  
in a book which for the greater part of it was filled up with  
the proceedings & of the Inferiour Court of Common pleas &  
Court of General Sessions of the peace for the County of  
Hampshire, that those first entered and such as have been  
and hereafter may be entered might be contained in one  
Volume & unfrequently be more easily & expeditiously found  
upon occasion, I have transcribed those contained between  
the said first and fourteenth pages into this book, and  
I hereby certify that the transcript is truly made and  
the same as if original records —  
Oct. 10<sup>th</sup> 1767 — W<sup>m</sup> Williams Clerks







Hampshire s<sup>t</sup>, George by the Grace of God of Great Britain, France & Ireland King  
Defender of the Faith &c  
To the Sheriff of our said County of Hampshire his Under Sheriff or Deputy  
Greeting.

Seal  
Porter-  
or  
Goldsbury }

Wheras Samuel Porter of Hadley within our said County Esq<sup>r</sup>  
by the Consideration of our Justices of our Inferiour Court of Common Pleas  
holden at Northampton s<sup>t</sup> and within our County of Hampshire aforesaid  
on the first Tuesday of March current recovered Judgment against Robert  
Goldsbury of Brookfield in our said County for the Sum of four Pounds twelve  
Shillings and six Pence in Money Debt and one Pound Thirteen Shillings Cost  
of Suit as to us appears of Records whercof Execution Remains to be done We  
command you therefore that of the Goods Chattels or Lands of the said Robert Goldsbury  
within your Precinct you cause to be paid and satisfied unto the said Samuel Porter  
at the Value thereof in Money the aforesaid Sum being six Pounds five Shillings  
<sup>& six Pence</sup> in the whole with two Shillings more for this Writ and thereof to satisfy yourself also  
for your own Fees, And for Want of Goods Chattels or Lands of the said Robert  
Goldsbury to be by him shewn unto you or found within your Precinct to the  
Acceptance of the said Samuel Porter to satisfy the Sum aforesaid. We command  
you to take the Body of the said Robert Goldsbury and him commit unto our  
Goal in Springfield in our County of Hampshire aforesaid and detain in your  
Custody within our said Goal untill he pay the full Sum above mentioned with  
your Fees. Or that he be discharged by the said Samuel Porter the Creditor or otherwise  
by Order of Law. Hereof fail not and make Return of this Writ with your Doings  
therein into our said Inferiour Court of Common Pleas to be holden at Springfield  
within our said County of Hampshire aforesaid upon the Third Tuesday of May  
next. Witness Samuel Partridge Esq<sup>r</sup> at Springfield the Twelfth Day of March in  
the Second Year of our Reign Annoq<sup>o</sup> Domini 17<sup>th</sup> 16

John Lyncheon Clerk.

Hampshire s<sup>t</sup>, This Execution was served on twenty eight Acres and one half of Land of Robert  
Goldsbury within the Township of Brookfield and is bounded Viz. Northwest South  
East and Northeast White Oak Trees marked and Southwest a Heap of Stones; and the  
said Land was prized at five Shillings and six Pence p<sup>r</sup> Acre, by Thomas Barnes of  
Brookfield ferr. and Nathaniel Lipes of Springfield ferr. who were chosen by the  
Parties Viz. M<sup>r</sup> Samuel Porter and Goldsbury's Wife in Behalf of her Husband and  
myself who was sworn for said Service and the said Land was delivered to Sam<sup>l</sup> Porter  
Esq<sup>r</sup> his Order to satisfy the within Execution which is six Pounds seven Shillings  
and six Pence Fees twenty nine shillings.

21 March 17<sup>th</sup> 16 p<sup>r</sup> me Luke Hitchcock Sheriff.

Hampshire s<sup>t</sup> Entered from the Original Execution, the first Day of June 1716  
And Examd  
p<sup>r</sup> John Lyncheon Cler.



Hampshire George by the Grace of God of Great Britain, France and Ireland, King, Defender  
of the Faith &c.

(Seal)

To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting--

Whereas Patrick Marshal of Springfield in our said County of Hampshire by Consideration  
of our Justices of our Inferiour Court of Common Pleas holden at Southampton and within our  
County of Hampshire on the first Tuesday of March current recovered Judgment against  
Cornelius Webb of Springfield aforesaid for the sum of eight Pounds twelve Shillings & five Pence  
Debt and two Pounds five Shillings Cost of Suit as to us appears of Record whereof Execution  
remains to be done. We command you therefore that of the goods Chattels or Lands of the sd.  
Cornelius Webb within your Vicinct you cause to be paid and satisfied unto the said Patrick Marshal the  
Value thereof in Money the aforesaid sum being ten Pounds seventeen Shillings and five Pence in  
whole with two Shillings more for this Writ and thereof also to satisfy yourself for your own Fees. And  
for Want of Goods Chattels or Lands of the sd. Cornelius Webb to be by him shown unto you or found  
within your Vicinct to the Acceptance of the sd. Patrick Marshal to satisfy the sum aforesaid. We  
command you to take the Body of the said Cornelius Webb and him commit unto our Goal in Spring-  
field in our County of Hampshire aforesaid and detain in your Custody within our said Goal  
untill he pay the full sum above mentioned with your Fees or that he be discharged by the said  
Patrick Marshal the Bailor or otherwise by Order of Law. Hereof fail not and make Return of this  
Writ with your Doings therein into our said Inferiour Court of Common Pleas to be holden at  
Springfield within our County of Hampshire aforesaid upon the third Tuesday of May next. Witness  
Samuel Partridge Esq. at Springfield the 14th Day of March in the sixth Year of our said  
Annoq. Domini 1719/20.

John Synchon Cler.

Hampshire May 16: 1720 this Execution was levied on one certain Piece of Mealand lying & being  
within the Township of Springfield containing by Estimation twenty Acres bounded on the  
River South by the Town Common East by the open Dingle called West by a brook called Ellys  
Brook which Land was shewed by the within mentioned Cornelius Webb to be his estate & accepted  
by the within mentioned Patrick Marshal and Appraised by Thomas Jones Saml. Elly & John Day all of  
Springfield who were mutually chosen by the Plaintiff & Defendant. Appraised at twelve Shillings & six  
Pence &c. here the whole amounting to twelve Pounds & ten Shillings and 6 pence of Land delivered  
to said John Day by the Order of the Court for the Use of the said Patrick Marshal Who paid the  
Sheriff's Fees Appraisers Charges and Justices Fees for Swearing being one Pound ten Shillings &  
seven Pence so that this Execution is wholly satisfied. Wm. Synchon Under Sheriff

Hampshire Entd. from the original Execution the Thirtieth Day of May 1720--  
Examind

J. John Synchon Cler.

Hampshire George by the Grace of God of Great Britain France and Ireland King  
Defender of the Faith &c.

(Seal)

To the Sheriff of Our said County his Under Sheriff or Deputy Greeting--

Whereas Timothy Whall of Windsor in the Colony of Connecticut before our Justices of our Inferiour  
Court of Common Pleas holden at Southampton within and for our said County on the third Day of  
March in the Fifth Year of our said Reign recovered Judgment for his Title & Possession of & in four Parcels  
of Land lying and being in the Township of Ipsfield in the County aforesaid (Viz) the one is an  
Homestead or Homelot & the Orchard therewith containing by Estimation fourteen Acres be it more  
or less together with all the Buildings thereon extending from the Road or High Way on the East to  
the great River on the West & of the breadth of twelve Rods more or less and is bounded on the North by Isaac  
Pease and on the South by an High Way Another Parcel of Land in the South Field in ye second Division accor-  
ding as it is in said Town Records and containing six Acre <sup>more or less</sup> and is bounded on the North & South by  
High Ways only West by Saml. King & only East by Jonathan Bliss Another Parcel of Land upon  
Peantick lying for seven Acres more or less and is bounded on the North by Land of Isaac Pease & on the  
South











Hampshire: George the first King of Great Britain France & Ireland, King  
Defender of the Faith &c.

John Synchon Esq. of Springfield in our County of Hampshire Esquire the last Will & Testament of Mr. John Synchon late of Westfield in y<sup>e</sup> County aforesaid. Thos. Synchon Deceased by y<sup>e</sup> Consideration of our Justices of our County of Hampshire at Springfield within and for our County was read on the last Thursday of August last past the said Judgment against the Estate of Benjamin Robbins late of Westfield in y<sup>e</sup> County aforesaid Deceased. And y<sup>e</sup> said Judgment under the Improvement of the said French ten<sup>ts</sup> Annan French his life interest to y<sup>e</sup> said Benjamin Robbins Administrators on the Estate of y<sup>e</sup> said Deceased for the Sum of three hundred and one pound thirteen shillings & six Pence Court of Suit and as appears Record where Execution remains to be done. We Command you therefore to show the said Matter of Land of the said Benjamin Robbins now in the Land and annuity Improvement of the said French ten<sup>ts</sup> Annan French Administrators as aforesaid within y<sup>e</sup> next next you cause to be paid & satisfied unto the said John Synchon Executor as y<sup>e</sup> said at y<sup>e</sup> Value thereof in Money the said sum of five hundred & five shillings & six Pence in y<sup>e</sup> whole with int<sup>er</sup>. And if more for this writ and then of also to satisfy yourself for your own fees. And if fail not to make Return of this writ with your doing therein into our Court of Sessions at Winchester within our County aforesaid upon y<sup>e</sup> first Tuesday of December next Witness our hand at Springfield the Twentieth Day of September in y<sup>e</sup> seventh Year of our King. Thos. Synchon Esq.

John Synchon Esq.

To Henry Dought of Hatfield in the County of Bedford Esq.

I do hereby hereby authorize and empower you to be my lawful Attorney to act in me and in me. And in y<sup>e</sup> Capacity of Attorney to act transact pay & do whatsoever my self might or ought to do as my personal presence respecting y<sup>e</sup> within written Execution ratifying whatsoever my said Attorney shall lawfully do about the Premises as Witness my hand & Seal this Twentieth Day of September 1720. John Synchon Jun<sup>r</sup> Seal

Attest: John Synchon Jun<sup>r</sup> Seal  
[Seal] John Synchon Jun<sup>r</sup> Seal  
John Synchon Jun<sup>r</sup> Seal acknowledged the above instrument to be his Act & Deed - before John Synchon Sen<sup>r</sup> Just. Pac -

Hampshire: Decyild Sept<sup>r</sup> 21<sup>st</sup> 1720. Then this writ of Execution was extended and served upon your Comons and two Parts in three of a Comon in Decyild being Land belonging unto y<sup>e</sup> Estate of Benjamin Robbins formerly of Decyild Deceased &c. now descended to me by Henry Dought Esq. unto the within mentioned John Synchon Esq. as Executor as within mentioned & c. And y<sup>e</sup> said Comons are Comons belonging to the said Benjamin Robbins Deceased Estate in y<sup>e</sup> Right of y<sup>e</sup> said Henry Dought Esq. lying in three Divisions: viz the Mountain Division being fifty two Rods in breadth and so each Comon is two Rods wide and the other two Divisions are thirty nine Rods in breadth and so each Comon is one Rod and an half wide all which Comons are y<sup>e</sup> twenty nine in number one of which Comons was appraised and valued at twenty eight shillings by Lieut. Thomas Selous. Heretofore in y<sup>e</sup> said Comons all appointed comons sworn as y<sup>e</sup> Law directs to appraise & c. and so extended this Execution upon your Comons & two Parts in three of said Comons in each Division according to Appraisment as aforesaid at twenty eight shillings each Comon which makes six hundred shillings & eight Pence which is a just satisfaction for y<sup>e</sup> within mentioned Execution charges & my fees which your Comons and one Quarter paid over to the said Henry Dought Esq. as an All due y<sup>e</sup> within mentioned John Synchon Esq. in his Capacity within mentioned which he accepted in full satisfaction for the within Execution and my fees &c.

John Dought Esq. Henry Dought Esq. Sheriff

Hampshire: Ent<sup>er</sup> from the original Execution the Nineteenth Day of December 1720  
And Examd<sup>r</sup> John Synchon Esq.



Hampshire: George by the Grace of God of Great Britain France & Ireland King Defender of Faith &c  
To the Sheriff of our said County his under Sheriff or Deputy respecting. Whereas Henry  
Dwight of Hampshire in our said County Esq. by the Consideration of our Justice of the Peace &c  
Held at Springfield within and for our County upon the last Tuesday of August last  
past recovered Judgment against the Estate of Benjamin Robbins late of Deerfield in the County  
of said Deerfield. sold in the Hands & Under the Improvement of Thomas French Senr. and Hannah  
French his Wife Belong to the said Benjamin Robbins Administrators on the Estate of ye said Henry  
of two Pounds nine Shillings and eight Pence Debt & two Pounds three Shillings & six Pence Cost  
as to us appears of Record whereof Execution remains to be done We Command you therefore that of the  
Goods Chattel or Lands of the said Benjamin Robbins now in the Hands and under the Improvement of  
the said Thomas French and Hannah French Administrators as aforesaid within your Precinct you  
cause to be paid and satisfied unto the said Henry Dwight at the Value thereof in Money or a few good Sum  
being four Pounds thirteen Shillings and two Pence in whole with two Shillings more for this Writ  
and the cost of this writ and your own fees hereof failing of and make the said Writ with your  
Doings therein into our said Justice of the Peace Court of Common Pleas to be done at Northampton within our County  
aforesaid upon the first Tuesday of December next At the said Northampton at Springfield the  
twentieth Day of September in the seventh Year of our said King Anno Domini 1720

Dwight  
Robbins  
Estate

John Pynchon Cler

Hampshire: Just. Sept 21st Then this Writ of Execution was returned and served upon  
your Common and a Quarter of a Common in Deerfield being Lands belonging to the Estate of  
Benjamin Robbins formerly of Deerfield Decedent and now extended to me of the within  
mentioned Henry Dwight Esq. being part of twenty six Commons belonging to Benjamin  
Robbins Decedent Estate in the eight Town and Sherburne of Deerfield lying in three Divisions  
Viz the Mountain Division being eight Acres now in Heath and so each Common is two Broadside  
and the other two Divisions are thirty nine Acres in width and so each Common is the broad and half  
wide and which Commons being the twenty six in number, One of which Commons was appointed  
and valued at twenty eight Shillings by Just. Thomas Wood. Humphreys and John S. Stillman all  
appointed chosen & sworn in the said Division to appraise said Lands and so extended this ex-  
ecution upon your Commons & a Quarter in each three Divisions as aforesaid at twenty eight  
Shillings each Common which makes five Pounds nine Shillings which is a full satisfaction  
for the within mentioned Execution Charges and my Fees which your Commons and one Quarter  
delivered to the within mentioned Henry Dwight Esq. the said which He accepted in full  
Satisfaction for this within Execution and my own Fees &c. At the Bench Domus Sher

Hampshire: Dated from the Original Execution of nineteenth Day of December 1720  
And Executed  
John Pynchon Cler

Hampshire: George by the Grace of God of Great Britain France & Ireland King  
Defender of the Faith &c To the Sheriff of our said County his under Sheriff or Deputy  
respecting. Whereas Francis Keel Esq. of Hampshire in our said County Esq. by the  
Consideration of our Justice of our Superior Court of Common Pleas at Northampton  
for and within our County of Hampshire aforesaid by Judgment on the last Tuesday of  
December last past recovered Judgment against the Estate of Benjamin Robbins late  
of Deerfield Decedent sold in the Hands and under the Improvement of Thomas French  
and Hannah French his Wife Administrators of the said Estate for the sum of five Pounds  
eighteen Shillings current Money of Great Britain Viz every seven shillings eight Pence to  
be accounted at six Shillings Debt and the sum of two Pounds three Shillings & six Pence  
Cost as to us appears of Record whereof Execution remains to be done we command  
you therefore that of the Goods Chattel or Lands of the said Benjamin Robbins now in the  
Hands

Keel  
Robbins  
Estate



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1720/21

Hands and under the Improvement of the said Administration to be by them given unto you or found within our Decree to the acceptance of the said Francis that you cause to be paid or satisfied unto the said Francis that at the Value here in Money of the said Sum being seven Pounds eight shillings and six Pence in the whole with two shillings more for this Reet and there of also to satisfy yourself with your own fees here said not and make Return of this Writ with your Doings therein into our next Court of Common Pleas to be holden at Westmington within our county of Middlessex on the first Tuesday next after the Feast of St. Michael the third Day of January in the seventh Year of his Majesties Reign Anne of Great Britain 1720/21

John Pynchon Cler

Hampshire 20: Decemr 1720 1721 1722. Then this Writ of Execution was extended and served upon ten acres of Land in the parish of Bealton in the County of Hampshire in Decemr being and according to the Estate of Benjamin Robbins of Decemr Decemr and new and tendered unto me by Saml Barnard of Decemr: Attorney to the within mentioned Francis Reet the fourteen Common being in three Divisions being Parto Twenty six Commons in the eight thousand seven the fourteen Commons being appraised & valued at fourteen shillings each Common and the ten acres of boggy meadow Land at nine shillings p Acre By Joseph Severance the Cation of Thomas French Junr all chosen appointed & sworn as the Law directs and the five Pounds sixteen shillings in Silver Money viz seventeen Penny Right to make six shillings was accounted as the Money paper and according to the aforesaid Valuation at ten Pounds four shillings and six Pence and the Co. mentioned in this Execution is two Pounds five shillings six Pence & one Farthing & sixing the Land to thirty six shillings being in the whole fourteen Pounds six shillings and so the fourteen Common at fourteen shillings each Common is one Pound sixteen shillings and the ten acres of boggy meadow at nine shillings p Acre is four Pounds one shillings which in the whole makes fourteen Pounds six shillings which pays and satisfies the abovementioned Sum mentioned in this Return which Land according to the Appraisal & Valuation aforesaid the Day aforesaid I delivered to Saml Barnard's Attorney to Francis Reet of Jury and Hoigg according to the aforesaid Valuation for the full satisfaction of this Execution Done the twenty seventh Day of March 1721- And Examd by me Henry Horley Sheriff

John Pynchon Cler

Wright  
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Hampshire: George of the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. To the Sheriff of our County of Hampshire his Under Sheriff or Deputy greeting Whereas Henry Wright of Hatfield in the County aforesaid Esq Shophuor before our Court of Common Pleas resident for and within our County of Hampshire at Northampton for Adjournment on Friday the first Day of January last past by the Consideration of our Court reversed Rightment for his Self & for the Benefit of your Tracts or Parcels of Land situate being and lying in the Township of Enfield aforesaid the first Parcel of Land lying near or adjoining to being bounded containing by Estimation one hundred and fifty nine Acres and one half be it more or less and the billion and bounded North upon Spring Meadows West and South by common Land and East upon common Moor South upon Buckhorn a second Parcel of Land situate containing by Estimation four Acres and an half be it more or less billion and bounded South by Land of John Scars & South by Land of Thomas Booth East and West upon the same a third Parcel of Land lying upon broad Brook containing by Estimation thirty eight Acres be it more or less and the billion and bounded South by Land of John Scars & South by Land of Thomas Booth East and West upon the same



[illegible]

Sicht Pyrenen Ber - - -

Hamphire 20. March 15<sup>th</sup> 1725. I have Extended his writ of Execution upon all Lands  
mentioned in the same and am likewise seized of all the forementioned Land by Surf. and  
being unto the Auditor Henry Knight Esq. and said Knight paid me for my Fee for the  
same Viz three Pounds six pence and as for the other Cost I received none.

Dr. Ebenezer Pomeroy

Namphine's Ent'd from ye Original Execution to, vizt - Decr. 1728  
and Exam'd - P. 100. Synch on Car

Hampshire: George the second of the Grace of God of Great Britain France and  
 (Earl) Ireland King of England - The Right Hon<sup>ble</sup> - To the Hon<sup>ble</sup> of our County of  
 Hampshire the Undersigned - Truly respecting - Whereas an Act of Parliament in this  
 County of Hampshire Husbandman by the Consideration of 6 Justices of our Inferiour Court of  
 Common Pleas at Winchester was made within our County of Hampshire aforesaid on the 2<sup>nd</sup> Tuesday  
 of August last 1722 an Inquisition was taken before the said Justices of our County of Hampshire  
 Freeholder in the Sum of Sixty three Pounds Eighteen Shilling and five Pence Ten and two Pound  
 of the said William Collett Esq<sup>r</sup> a Tenant of the said Lord who so Execution remain to be done We  
 Command you therefore that of your own Accord or the said Writings or within your Precinct  
 you cause said 6<sup>ty</sup> three and five Pence Ten and two Pound to be paid at the Rate of 100 in 100 of aforesaid  
 Sum being duly and lawfully assessed and paid for the said 6<sup>ty</sup> three and five Pence Ten and two Pound  
 the said William Collett Esq<sup>r</sup> your Officer on the said 6<sup>th</sup> of August last to the said William Collett Esq<sup>r</sup> the  
 said



Clarke  
v  
Jones

said Ebenezer Jones to be by him shown unto you or ye and within your Precinct to ye discharge  
of the said Samuel Clarke to satisfy the same and since we certify you to take ye Copy of  
the said Decree as is a him to wit unto our Goals and Prisoners in our County of Hampshire  
at Newmarket and detain in your custody within our said County until he pay the said sum or so much mentioned  
with your fees or that note discharge you said of him like the said or otherwise by Order of the  
heretofore said and make return of this writ with your Doings thereon in 6 or 12 Days to our Court of common  
Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the first Tuesday of  
August next To wit the said Partidge Esq at Springfield the third Day of June in the second  
Year of our said Majesty King George in 1729.

John Spenceon Cler

Hampshire June 4<sup>th</sup> 1724. Then Executed his writ of Execution upon a Piece  
Land within the Township of Insfield upon a certain River in Insfield East Precinct of Insfield  
County by the County Road about ten or twelve Rods East of a certain River and the Bounds  
therein is a white oak Radicle running from thence Southward to a birch oak tree both the said Radicle  
and the said oak tree being in the said County Bounds to run Eastward as the same now runs  
to the River and upon the said Oak tree by the County Road on both sides to measure from  
said Oak tree an equal Distance until a line drawn across from each side as aforesaid will make  
twenty acres of Land having a certain River running through said Land and the River is not to be  
reckoned or accounted in said Measure which Land aforesaid was valued at three hundred ten  
shillings and six pence and decreed by the within named Ebenezer Jones to be his own  
free Estate and valued or prized by Mr Joseph Saxon Joseph Deane and Thomas Stone all of Insfield  
being chosen as the are directed and all sworn to faithfully discharge said Trust and the within  
mentioned Execution being sixty six hundred twelve shillings and six pence and my own  
Fees together with the Charge of the said Decree amounting to three pounds seven shil-  
lings and seven pence make twenty pounds therefore pursuant to the said Statute satisfaction  
of this Execution I delivered Description of the aforesaid twenty Acres of Land by J. S. Wigg  
unto Capt. Samuel Try as Attorney to the within named Saml Clarke all done the Day first  
aforesaid.

Ebenezer Amaroys his

Hampshire: Extract from the original Execution the twenty ninth Day of August 1729  
And Examd  
John Spenceon Cler

Paul  
Dwight  
v  
Brown

Hampshire: Then in the year of our England, Scotland, France and Ireland  
Queen of Great Britain the said the said the said of our said County of  
Hampshire in the said County of Insfield. Whereas Nathaniel Dwight of North-  
ampton within our said County of Hampshire Esq. keeper of the Court of Justice  
of our inferior Court of common Pleas holden at Springfield aforesaid within our County of  
Hampshire aforesaid on the first Tuesday of September last past received a judgment  
against the Estate of James Brown deceased in the County aforesaid deceased otherwise  
called James Brown of Colchester in the County of Connecticut deceased for the sum Eighteen  
pounds ten shillings in good and lawful Money of New England Debt and Damages and  
two pounds one shilling and six pence Cost of suit as to which appears of Record whereof  
Execution remains to be done We command you therefore that of the Goods Chattels or Land  
of the said James Brown deceased in the hands of the Administrator to the Estate of  
said deceased in your Precinct you cause to be paid and satisfied up to the said Nathaniel Dwight  
at the Value thereof in Money the aforesaid sum being twenty pounds seven shillings and  
six pence in the whole with two shillings more for this writ and therefore to satisfy yourself  
for your own Fees heretofore said not and make return of this writ with your Doings thereon  
unto our said inferior Court of common Pleas to be holden at Northampton within our County of  
Hampshire

Hamp-







Barrett  
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of  
Part

Attorney to the Creditors within mentioned I did extend this Execution upon nine Acres of Land lying in Brimsfield aforesaid near the Hating House being Part of the Homestead and nothing of the Homestead of John Port within mentioned being in Estate being Part of the Homestead which was originally Deliverance Bondholders which said nine Acres is thus bounded viz. To the North on the High Ways Street East of Land of John Lumbar and West on the Common originally Daniel Burles now said Lots, being on the front twenty five Acres in Width and to extend Southward the whole Width of said Lot so far as to make up the said Quantity of nine Acres from the said Street on the North which said nine Acres of Land was appraised four Pounds seventeen Shillings & Nine by Capt<sup>l</sup> John Hartman Deceased & William Harriner (being parcel Holders) who were chosen appointed and sworn according to Law to appraise same which said nine Acres of Land at four Pounds seventeen Shillings & Nine amounts in the whole to forty three Pounds six Shillings: And I received Possession of the said nine Acres of Land to said Attorney in Behalf of the Creditors who accepted the same in full Satisfaction for the Debt and Cost within mentioned and gave which said Debt and Cost with Fees for laying Justice's Fees and Appraisers amounts to the said sum of forty three Pounds six Shillings a Certificate from the said Justice and Appraisers being here to annexed the said Debt not being to extend in any Execution or any other Estate of his whereon to levy this Execution to the Acceptance of the Creditors so that I fulfil in this Execution fully satisfied with all Fees.

Joseph Miller Deft<sup>r</sup> then  
Hampshire: Ent<sup>d</sup> from the Original April 23<sup>d</sup> 1735 and Exam<sup>d</sup>  
of Israel Williams Cler.

Hampshire s<sup>r</sup> George the second by the Grace of God of Great Britain, France and Ireland King Defender of the Faith &c  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy greeting  
Whereas Matthew Copley of Suffia in our County of Hampshire Jun<sup>r</sup> Hurwamamen by the Consideration of our Justice of our Inferiour Court of Common Pleas holden at Springfield within and for our said County of Hampshire aforesaid on the third Tuesday of May last Recovered Judgment against Leonard Lewis of Taubepsie in the County of Dutches Trader for the sum of four hundred and fifty two Pounds thirteen Shillings Money Debt and six Pounds thirteen Shillings: Costs of Suit as to us appears of Record whereof Execution remains to be done: We Command you therefore that of the Goods Chattels or Lands of the said Leonard Lewis within your Decret<sup>d</sup> you cause to be paid and satisfied unto the said Matthew Copley at the Value thereof in Money the aforesaid sum being four hundred fifty nine Pounds six Shillings in the whole with two Shillings more for this Writ and thereof also to satisfy yourself for your own Fees: And for Want of Goods Chattels or Lands of the said Leonard Lewis to be by him committed to you or yours within your Decret<sup>d</sup> to the Displeance of the said Matthew Copley to satisfy the sum aforesaid We Command you to take the Body of the said Leonard Lewis and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal until he pay the said sum above mentioned with your Fees, or that he be discharged by the said Matthew Copley the Creditor or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doing therein into our said Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the last Tuesday of August next, Witness Samuel Partridge Esq<sup>r</sup> at Salisbury the second Day of June in the 24<sup>th</sup> Year of our Reign Annoq Dom 1735

Israel Williams Cler

Hampshire s<sup>r</sup> June 8<sup>th</sup> 1735 then the within Execution was served on about thirty  
Acres



Acres of Land tendered to me by the within named Nathias Copley the Creditor as the Estate of the  
 within named General Lewis, which said Land lieth in Suffolk in the County of Hampshire  
 lying Southward of the old sea Mill & situated between the County Road that leads to Windsor  
 and the High Way that leads to a Meadow belonging to Peter Hore of said Suffolk and bounded  
 as follows viz Southwardly on Land laid out to Jonathan Taylor now in the Occupation of  
 Thomas Copley East on the County Road aforesaid North and West on the High Way that  
 leads to Peter Hore Meadows aforesaid and in Length Northward South about thirty eight Rods  
 and in Breadth at the South End about eighteen Rods which said Land was appraised by three indif-  
 ferent Men that were chosen & appointed and sworn according to Law to appraise the same who  
 made their Return under each of their Hands that then appraised the said Land to be worth  
 Two hundred and seventy Pounds and at the same time delivered the Execution of the said  
 and above described unto the said Nathias Copley the Creditor who accepted of the same on  
 account of the within Execution so that this Execution is in Part satisfied viz for the sum  
 of Two hundred and seventy Pounds the Remainder being wholly unsatisfied and  
 is so returned by Order of the Creditors within named. John Denyng Unacorniff -  
 Hampshire Entd from the Original June 23<sup>rd</sup> 1735 and Esq<sup>re</sup> Israel Williams Cler<sup>y</sup>

Hampshire George the second in the year of 1734 of Great Britain France and  
 Ireland King Defender of the Faith &c  
 To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Justice  
 Thomas Denyng Esq<sup>r</sup> of said County of Hampshire King's Officer in our County of Hampshire I have by the  
 Consideration of our Justices of our High Court of Common Pleas retained a Writ of Execution for  
 our County of Hampshire on the third Thursday of May last past recovered against  
 William Crawford of said County of Hampshire Esq<sup>r</sup> the sum of five hundred nineteen shillings & ten  
 Pence Money Damages and two Pound eight shillings and six Pence Costs with as it appears  
 of Record whereof Execution remains to be done and I command you therefore that of the  
 Goods Chattels or Land of the said William Crawford within your Precincts you cause to be  
 found and satisfied unto the said John Denyng at the Place thereof in Money the aforesaid sum  
 being eight hundred and four Pence in the whole with two shillings more for this  
 Writ and thereunto to satisfy your self for your own Charges that of the said Goods Chattels or  
 Land of the said William Crawford to be by him shown unto you or found within your  
 Precinct to the deep Lane of the said John Denyng to satisfy the sum aforesaid I command  
 you to take the Body of the said William Crawford and him commit unto our Goal in  
 Springfield in our County of Hampshire aforesaid and detain in your Custody within  
 our said Goal until he pay the said sum above mentioned with Costs as that he be  
 discharged by the said Justices or otherwise by Order of Law or else fail  
 not and make Return of this Writ with your Doings therein in to our said Inferiour  
 Custos Common Pleas to be holden at Springfield within our County of Hampshire  
 aforesaid upon the last Tuesday of August next Witness Samuel Cartridge Esq<sup>r</sup> at  
 Hatfield the seventh Day of June in the eighth Year of our Reign Anno Domini 1734 -  
 Israel Williams Cler<sup>y</sup>

Hampshire June 21<sup>st</sup> 1734 Then this Execution was served on three Quarters of  
 an Acre of Land and a House standing on the same in Kingsland alias the Elbow within  
 mentioned which Land is bounded easterly by Land of the within named John Moor and  
 Westward by the Highway Eastward by Land of the within named William Crawford  
 which was tendered and shown to me by the within named John Moor the Creditor as the  
 Estate



1100  
17  
Crawford

Estab of the within named William Lawton the Debtor and acceptd by him the said. Now to satisfy this Execution and also at the same Time apprized by Mr John Synchon Junr Joseph Cotton and Jonathan Ball Junr who were chosen appointed & sworn to apprise and View the same who apprized the said Land and House at eleven Pounds and thirteen Shillings which is in full satisfaction of the within Execution say now for the rest and Charge of the Appraisers according to their Awards and the Account hereunto annexed and at the same Time also I delivered Possession of the said House and three Quarters of an Acre of Land to the within named John. Now ye Creditor so that this Execution is wholly satisfied - - - Joseph Miller Deputy Sheriff

Hampshire's Entd from ye Original in the Month of June 1734 and Examd - - - Israel Williams Cler -

Danks  
of  
Hunt

Hampshire's George the second by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c  
To the Sheriff our County of Hampshire his Under Sheriff Deputy (speaking) Whereas Robert Danks of Northampton in our County of Hampshire Husbandman by the Consideration of our Justice of our inferior Court of Common Pleas holden at Northampton and within our County of Hampshire agreed on the first Tuesday of March last Recovered Judgment against John Trust of Lancashire in ye County of Butcher Cordwainer alias called as John Trust of Northampton aforesaid for the sum of six Pounds eleven Shillings and five Pence Debt and three Pound and six Pence Cost of Suit as to us appears of Record whereof Execution remains to be done We command you therefore that of the goods Chattels or Lands of ye said John Trust within your Precinct you cause to be paid and satisfied unto the said Robert Danks at the Value thereof in Money the aforesaid sum being nine Pounds eleven Shillings & eleven Pence in the whole with two Shillings more for this Writ and thereof also satisfy yourself for your own Fees. And for Want of goods Chattels or Lands of the said John Trust to be by him given unto you or found within your Precinct to ye Acceptance of the said Robert Danks to satisfy the sum aforesaid We command you to take the Body of the said John Trust and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your custody within our said Goal untill he pay the full sum abovementioned with your Fees or that he be discharged by the said Robert Danks <sup>the Creditor</sup> or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your doing therein into our said inferior Court of Common Pleas to be holden at Springfield within our County of Hampshire on the last Tuesday of August next Witness our self Partidge Esq the thirty first Day of May in the ninth Year of our said Lord Anno Domini 1736 - Israel Williams Cler

Second Execution

Hampshire's June 25th 1736 Then extended this Execution on one sixth Part in that Lot in the long Division which did originally belong to the said Trust formerly of Northampton Junr &c the Father of John Trust the within Debtor, also upon one sixth Part of that Lot in Longfield Division & also upon one sixth Part of that Lot in the Mountain Division: & also upon one sixth Part of that Right or Proportion which the said Israel Trust owned & ush of Nunhand River and West of the County Road leading to Westfield from Northampton -



Danks  
or  
Trust

Northampton, also upon one sixth Part of the said Israel Trust, Debt his Right in all ye  
common and undivided Lands in Northampton all which Lands are in the Town of North-  
ampton in the County of Hampshire and Province of the Massachusetts Bay in New  
England and are particularly described and recorded in the Books of Records of Lands  
in the said Town of Northampton to the aforesaid: M<sup>rs</sup> Israel Trust of said Northampton  
in Debt and is the one sixth Part of the whole of said Israel Trust the Right in Out Lands  
in said Town and which was shown to me of the Creditor to be the Estate of John Trusty  
within Debt which said several Rights to Pieces of Land were appraised by Ebenezer  
Shelden Thomas Wright and John Lyman (being Succidors who were chosen  
appoints and sworn as the Law directs to appraise the same) at Five Pounds the whole  
as for their Appraisal under their Hands and Seals annexed appears, And I delivered  
Possession of one sixth Part of the whole of M<sup>rs</sup> Israel Trust Debt his Right to M<sup>r</sup>  
Timothy Dwight Attorney to the Creditor on the Day aforesaid, And it appears by an  
Appraisal according to Law here to annexed that the whole of said John Trusty  
Right in his Father's Lands aforesaid which is all the Estate of his that can be found  
in my Record amounts to the sum of Two Pounds thirteen Shillings and four  
Pence in Current Money of New England or to the sum of Five Pounds in Bills  
of Credit of which sixteen Shillings and eight Pence in said Bills is my own Five  
pound Shillings the two Executions and nine Shilling paid the Appraisers so that  
there remains the sum of seven Pounds ten Shillings and four Pence in Bills of  
Credit of which the sum of three Pounds and six Pence must be subtracted for Cost of  
suit the Remainder being the sum of four Pounds nine Shillings and ten Pence in  
Bills of Credit must be made equal to silver Money at eight Shillings the Ounce  
because its insisted on by the Creditor that the Debt shall be paid in Current Money  
according to the contract wherefore the aforesaid remaining sum of four Pounds  
Nine Shillings and ten Pence in Bills of Credit at twenty seven Shillings of Ounce  
of Silver being made equal to silver as aforesaid viz twenty seven Shillings in said  
Bills for eight Shillings of Silver amounts to the sum of twenty six Shillings &  
eight Pence and so Factum this Execution satisfied for the sum of twenty six  
Shillings and eight Pence of the Debt besides my own for the Executions Costs  
of suit and Payment of the Appraisers and for the remaining part being five  
Pounds four Shillings and nine Pence half Penny it is unsatisfied.

Done Benjamin Shelden D. Sh

Hampshire. July 26<sup>th</sup> 1737 Ent'd from the Original and Exam'd  
by Israel Williams Cler.

Clark  
or  
Webb

Hampshire George the Son of the deceased of equal Britain Manu  
a Seal  
To the Sheriff in Court by James a vicar Sheriff or Deputy Creeting  
Whereas Samuel Clark of Northampton in the County of Hampshire by the  
Order of one of our Justices in Court of Common Pleas doth at Northampton for and  
with our Court of Pleas appear on the first Tuesday of March next at the Court of Judg-  
ment to pay the sum of five Pounds seven Shillings and nine Pence Debt and three Pounds eleven  
Shillings



Clark  
or  
Webb-

Shillings cost of Suit, as the usages of the said County of Hampshire remain to be done  
We Command you therefore that of the goods chattels or Lands of the said Thomas Webb  
within your view which you cause to be paid and satisfied unto the said Sam<sup>l</sup> Clark at the  
Value thereof. Money the aforesaid sums being one hundred & two Pounds eight  
shillings and nine pence with the whole with two shillings more for his Out & thereof  
also satisfaction you may give your own way. And for want of goods Chattels or Lands of the said  
Thomas Webb to be satisfied unto you or yours within your Viewet to the satisfaction  
of the said Sam<sup>l</sup> Clark to satisfy the sum aforesaid We Command you to take body  
of the said Thom<sup>l</sup> Webb and him to bring unto our goal in Springfield in our County of  
Hampshire aforesaid and detain in your custody within our said goal until he pay  
the sum aforesaid or be lawfully discharged by the said Sam<sup>l</sup> Clark  
Under the Great Seal of the County of Hampshire. hence sent no hand make Return of  
this Writ with your Doings therein into our said Superior Court of Common Pleas to be  
holden at Springfield within our County of Hampshire aforesaid upon the third Tuesday of  
May the next Writings. Signed at Hatfield the 20<sup>th</sup> Day of March in the  
thirteenth Year of our said Lord. Shew<sup>t</sup> 1739

Isaac Williams Secy

Hampshire 9. March 24 - 1739 - These may certify that Francis Ball  
of Springfield aforesaid being a Freeholder in said Town was sworn to apprise  
Mr. Oliver Partridge and Mr. John Lyman such Lands lying in said County  
being the Estate of Thom<sup>l</sup> Webb of Boston in the County of Suffolk Victualler as  
should be sufficient to satisfy an Execution in favour of Sam<sup>l</sup> Clark of Northampton  
in the County of Hampshire against said Webb as should be shown him  
for that due by. W<sup>th</sup> Joseph Miller Deputy Sheriff and to act impartially therein  
P<sup>th</sup> W<sup>th</sup> Lyndon Just. Pac.

Hampshire 10. March 24<sup>th</sup> 1739/40 - These may certify that Capt. Oliver Partridge of Hatfield being a Freeholder in said Town  
was sworn to apprise with Mr. John Lyman and Mr. Francis Ball such Lands lying in said  
County being the Estate of Thom<sup>l</sup> Webb of Boston in the County of Suffolk Victualler as  
should be sufficient to satisfy an Execution in favour of Sam<sup>l</sup> Clark of Northampton in  
County of Hampshire against said Webb as should be shown him for that due  
by Joseph Miller Deputy Sheriff and to act impartially therein according to his Oath and  
Judgment  
P<sup>th</sup> John Ashley Just. Pac.

Hampshire 11. March 24<sup>th</sup> 1739/40 - Dought John Lyman of Northampton in  
said County being appointed to make an Appraisment and to set out some Land  
belonging to Thom<sup>l</sup> Webb of Boston in the County of Suffolk Victualler as  
is by an Execution now to be set out to Sam<sup>l</sup> Clark of Northampton aforesaid, the  
said Lyman personally appearing made Oath that in doing said service he would  
act truly and indifferently according to his best Skill & Judgment

Ceram sine thes Dwight Just. Pac.

We the underscribes being appointed and sworn to apprise such Lands should  
be shown unto us to satisfy an Execution in favour of Sam<sup>l</sup> Clark of Northampton  
against Thom<sup>l</sup> Webb of Boston. have appraised a Tract of Land inclosed & bounded  
as follows: viz to begin at a marked Tree at the northwest Corner of Northampton  
Township near Moor Meadow from Thence run North 39 West 546 Rods  
thence East 204.314 Rods Thence North 20 West 158 Rods Thence East 20.40 Rods  
180 Rods Thence South 5 West 742 Rods to the first Station which Tract of  
Land adjoins to the Township of Northampton & Hatfield and contains 877  
Acres



Ares and thirty Rods which we appraised at two Shilling & six Pence & there amounting to the sum of one hundred and nine Pounds thirteen shillings and five Pence in the whole. Appraised March 25<sup>th</sup> 1740

Clark  
of  
1866

Oliver Partridge  
John Lyman  
Francis Bail

Hampshire p. March 25<sup>th</sup> 1740 By Direction from Mr. Isaac Lyman Att<sup>y</sup> to the within named said Clark this Execution was levied & served on the Land hereafter mentioned and described lying & being in the County of Hampshire aforesaid being the Estate of the within named Thomas Webb it being Part of a Tract of Land lying West of Northampton and North of Westfield containing Eight hundred & seventy seven Acres and thirty Rods bounded as follows viz to begin at a marked Tree at the Southwest Corner of said Northampton Township near Horse Meadow from thence running North 39 West 546 Rods thence East 20 North 314 Rods thence North 20 West 158 Rods thence East 20 North 180 Rods thence South 3 West 742 Rods to the first Station which and also up to the Township of Northampton & Westfield aforesaid which 877 Acres and thirty Rods was appraised by Messrs Oliver Partridge John Lyman Jun<sup>r</sup> and Francis Bail all of the County of Hampshire aforesaid being the Justices in said County all the sum of One hundred and nine Pounds thirteen Shillings and five Pence there being chosen and appointed respectively and sworn according to Law to appraise said Land in Order to satisfy the sum within mentioned which together with the foregoing Justices fees for wearing the Appraisers and Appraisers fees &c amounting in the whole to the said sum of One hundred & nine Pounds thirteen shillings & two Pence. A Certificate of the Justices that some the said Appraisers under their Hands together with the said Appraisers Appraisal & Description of said Land under their Hands hereto annexed may appear, and delivered to the said Webb and containing 877 Acres & 30 Rods to the said Attorney in Behalf of the Creditors within named who accepted the same in full Satisfaction of the within Execution and all fees not having paid said fees in Behalf of said Creditor

Joseph Miller Deputy Sheriff

Hampshire p. Springfield April 15<sup>th</sup> 1740 Recd & Received in the Record of Executions for said County Lib<sup>o</sup> A. fol<sup>o</sup> 41 &c p<sup>o</sup> 18<sup>th</sup> Yorkon Register

March 25<sup>th</sup> then Recd Satisfaction of the above described Land in full Discharge of the within Execution with all fees

Isaac Lyman Att<sup>y</sup> to the Creditor

Exam<sup>d</sup> from the Original July 21 1741 Exam<sup>d</sup> J. Paul Williams Cler

Hampshire p. George the Second by the Grace of God of Great Britain (Seal) King and Ireland King, Defender of the Faith &c

Wright  
of  
1866

John Sheriff of our Court of Hampshire his Under Sheriff or Deputy greeting  
Whereas Grant Webb Esq<sup>r</sup> is in the County of Hampshire by the consideration of our Justice of our Superior Court of Common Pleas holden at Northampton in the County of Hampshire aforesaid on the first Tuesday of March Instant recovered Judgment against Thomas Webb of Ber in the County of Suffolk  
Vtually



Wright  
vs  
Webb--

Victualler - you the sum of twenty six Pounds three Shillings Debt and three Pounds eleven Shillings Cost of Suit - as to us appears of the said Writ of Execution remaining to be done - We command you therefore that of the goods Chattels and Lands of the said Thomas Webb within your Precinct - you cause to be paid <sup>satisfied</sup> unto the said Noah Wright at y<sup>e</sup> Value thereof in Money the aforesaid sum being twenty six Pounds four Shillings and three Pence in the whole with two Shillings more for this Writ and three shillings for the said Noah Wright to be by him shewn unto you or found within your Precinct to the Acceptance of the said Noah Wright to satisfy the sum aforesaid. We command you to take the Body of the said Thomas Webb and him commit unto our Goal of Springfield in our County of Hampshire as you aid and detain in your Custody within our said Goal untill he pay the said sum aforesaid with your Fees so that he be discharged by the said Noah Wright the Creditor or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doings therein into our sd Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the Third Tuesday of May next Witness John Toddard Esq at Hatfield the 20<sup>th</sup> Day of March in the thirtieth Year of our reign Anno Domini 1739 -

Israel Williams Cler

Campshire p. 1. March 24<sup>th</sup> 1739/40 Esquire John Lyman of Northampton in said County being appointed to make an appraisement of some Land belonging to Thomas Webb of Boston in the County of Suffolk a Butcher now to be set out by Execution to Mr Noah Wright of said Northampton the said Lyman personally appearing made Oath that in doing said Service & in setting out said Land to said Wright he would act truly and impartially according to his best Skill and Judgment -

Coram Timothy Dwight Just. Pac.

Campshire p. 1. Westfield. March 24<sup>th</sup> 1739/40 There may certify that Capt<sup>l</sup> Oliver Partridge of Hatfield being a freeholder in said Town was sworn to appraise with Mr John Lyman and Mr Francis Ball such Lands lying in said County being the Estate of Thomas Webb of Boston in the County of Suffolk Victualler as should be sufficient to satisfy an Execution in Favour of Noah Wright of Northampton in said County of Hampshire Yeoman agt<sup>st</sup> sd Webb as should be shewn him for that End by Joseph Miller Deputy Sheriff and to act impartially therein according to his best Skill & Judgment of John Ashley Just. Pac.

Campshire p. 1. Springfield March 24<sup>th</sup> 1739/40 There may certify that Francis Ball of Springfield aforesaid being a Freeholder in said Town was sworn to appraise with Mr Oliver Partridge and Mr John Lyman such Land lying in said County being the Estate of Thomas Webb of Boston in the County of Suffolk Victualler as should be sufficient to satisfy an Execution in Favour of Noah Wright of Northampton in said County of Hampshire Yeoman agt<sup>st</sup> sd Webb as should be shewn him for that End by Mr Joseph Miller Deputy Sheriff & to act impartially therein of Wm Synchon Junr Just. Pac.

We the Subscribers being chosen appointed and sworn to appraise such Land as should be shewn unto us to satisfy an Execution in Favour of Noah Wright of Northampton against Thomas Webb of Boston have appraised a Parcel of Land meted and bounded as follows Viz to begin at the North East Corner of Acton and Caps Farm thence West 20 South 150 Rods thence North 20 West 100 Rods thence



Knight  
or  
Hebb

Thence East 20 North 150 Rods thence South 20 East 135 Rods thence East 20 North 228 Rods thence South 20 West 122 Rods thence West 20 South 180 Rods thence North 20 West 80 Rods to the first Station which Tract of Land adjoins to a Township of Northampton, and Sheldon & Clapps Farm and contains 297 Acres & 25 Rods which we appraised at two Shillings & six Pence & here amounting to the sum of thirty five Pounds eighteen Shillings in the whole appraised. March 25 - 1740 -

Oliver Partridge  
John Luman Junr  
Francis Ball

Hampshire March 25<sup>th</sup> 1740 By Direction from Ebenezer Pomroy Junr Atty to the within named. Roak Knight this Execution was lawed and served on y<sup>e</sup> Land hereafter mentioned and described lying and being in the County of Hampshire aforesaid being the Estate of the within named Thomas Hebb it being Part of a Tract of Land lying West of Northampton and North of Westfield containing two hundred & eighty seven Acres and twenty five Rods bounded as follows Viz to begin at the Northeast Corner of Sheldon & Clapps Farm thence to run first West 20 South 150 Rods thence North 20 West 160 Rods thence East 20 North 150 Rods thence South 20 East 135 Rods thence East 20 North 228 Rods thence South 20 West 122 Rods thence West 20 South 180 Rods thence North 20 West 80 Rods to the first Station and adjoins to sd Northampton Town & said Farm which said 297 Acres & 25 Rods was appraised by Shps<sup>r</sup> Oliver Partridge John Luman Junr & Francis Ball all being Freeholders in said County of Hampshire at the sum of thirty five Pounds eighteen Shillings they being chosen respectively appointed and sworn according to Law to appraise said Land in Order to satisfy the Sum within mentioned which together with the fees for serving further Fee for swearing the Appraisers, and Appraisers Fees &c amounting in the whole to the said sum of thirty five Pounds eighteen Shillings, & Certificate of Justice who swore the said Appraisers under their Hands together with said Appraisers Appraisal & Description of the said Land under their Hands &c here to annexed appears and I delivered Possession of the said 297 & 25 Rods of Land to the said Attorney who accepted the same in full Satisfaction of this Execution & with Fees he having paid sd Fees in behalf of the Creditor within named Joseph Haller Deputy Sheriff, Hampshire ss - Springfield April 15<sup>th</sup> 1740 Recd and Recorded in the Record of Executions for said County Lib<sup>r</sup> & Vol<sup>o</sup> 39 &c

Wm Lyncheon Junr Register

March 25<sup>th</sup> 1740 Then Recd Possession of the above described Land in full Discharge of the within Execution with all Fees, Ebenezer Pomroy Atty to Roak Wright Entd from the Original July - 21<sup>st</sup> 1741 - Examd - Israel Williams Cler

Taylor  
by  
Hubble  
& Co

Hampshire ss - upon the Honable the Peace of y<sup>e</sup> great Britain France and Ireland King of the said ss - To the Sheriff of our County of Hampshire his Under Sheriff or Deputy expecting Writs Joseph Taylor of the County of Hampshire Blacksmith on the consideration of our Justices of our Superior -



Lupin  
v1  
Hubble  
& Baw

Inferiour Court of Common Pleas holden at Northampton, or within our County of Hampshire, on the second Tuesday of February Instant Received Judgment against Thamar Hubble & John Beels of the Shire of Bloomsbury for the sum of two hundred & forty three Pounds old Tenor Damages and three Pounds and six Pence New Tenor Money costs, with as to us appears of Record whereof Execution remains to be done We Command you therefore that of the Lord's Chutlers or Linds of the said Thamar & John within your Vicinity you cause to be paid and satisfied unto the said Joseph at the Value thereof in Money the above said sum with one full Penny Lawfull Money more justly due and three Pence to satisfy your fees in your own fees: and for Want of Goods Chutlers or Linds of the said Thamar & John to be of them seized unto you or found in your Precinct to the Acceptance of the said Joseph to satisfy the sum aforesaid We Command you to take the Bodies of the said Thamar & John and them commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal untill they pay the full sum aforesaid with your fees or that they be discharged by the said Joseph the Creditor or otherwise by Order of our hereof fail not and make due Return of this writ with your Doings therein into our said Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid on the Third Tuesday of May next Witness John Richard Esq at Ratfield the Eleventh Day of February in the sixteenth Year of our Reign Annoq Dom 1742  
Israel Williams Cler

Lampshire Feb 4 23<sup>rd</sup> 1742 Taken by virtue of the writ & by Order of the Creditor & Execution this Execution upon the one half a certain Cornmill & Damages a Mill and Dam appertaining to said Mills standing on a stream called the Iron Works River a little up the River from the Iron Works which Mills & Dam were appraised by Daniel Keillogg chosen by the Creditors & Nathan Downing & Elisha Noble appointed by Messrs. & Lawyers were appointed & sworn for that purpose the said Beels not being to be found who appraised the same at one hundred and twelve Pounds Ten shillings six Pence Appraised Charges 24/ Justice Fees and Travel 12/ Creditor's Fees 24/- 6/- 8/- all old Tenor and a Licence & Deposition of the said of the Name of the said Mills & Dam and half of the Cornmill to the Creditor who accepted the same in part Satisfaction of this Execution  
Ephraim Williams Juny Dep<sup>t</sup> Sher

Sheffield Feb 7 23<sup>rd</sup> 1742 Recd of Thamar Hubble the sum of one hundred and forty two Pounds twelve shillings old Tenor Money Pay Recd in Part of this Execution  
Joseph Taylor

Lampshire & Sheffield Feb 4 23<sup>rd</sup> 1742 Personally appeared before me & Subscribers one of His Majesty's Justices of the Peace for the County of Hampshire Daniel Keillogg Elisha Noble & Nathan Downing all of Sheffield in the County aforesaid and sufficient Freeholders and were sworn faithfully and impartially to appraise such real Estate as should be shown to them to be the Estate of John Beels of Sheffield to satisfy an Execution obtained by Joseph Taylor of Sheffield aforesaid Blacksmith against John Beels of D. Sheffield Bloomer Pursuant to a Judgment of the Justices of the Inferiour Court of Common Pleas holden at Northampton and within the County of Hampshire on the second Tuesday of Feb 4 Instant & Ephraim Williams Justice of Peace

We the Subscribers being appointed and sworn to appraise such real Estate in Sheffield as belongs to John Beels late of Sheffield to satisfy an Execution obtained by Joseph Taylor of Sheffield Blacksmith against said Beels at the Inferiour Court holden at Northampton the second Tuesday of this Instant have appraised the one half of a certain Cornmill and a Frame of a Sawmill and also a Dam appertaining to Mills standing in Sheffield on a stream commonly called the Iron Works River a little up said River from the Iron Works at the lower End of Sheffield the one half of the said Cornmill and



and Francis a. an. Mill and Tines as above said we value at one hundred & twelve  
Pounds and ten shillings of the old Tines Money, Dated at Hatfield this 23<sup>d</sup> Day  
of Feb<sup>y</sup> Annoq Domini 1742/3

Sam<sup>l</sup> Kellogg  
Nathan<sup>l</sup> Doring  
Elisha Noble  
Appraisers

Ent<sup>d</sup> from the Original July -- 30<sup>th</sup> 1743. and Exam<sup>d</sup>  
J<sup>o</sup> Williams Cler

Hampshire for George the second in the space of God of Great Britain France &  
(a. cal) Louisiana King Defender of the Faith &c.

To the Sheriff of our County of Hampshire his Under Sheriffs Deputs Greeting

Whereas Roger Wolcott of Windsor in our County of Hartford and Colony of Connecticut  
in New England Esq<sup>r</sup> by the Consideration of our Justices of our Inferiour Court of Common  
Pleas holden at Springfield and within our County of Hampshire aforesaid on the last Tues-  
day of August last Recovered Judgment against Jacob Munsell now Resident in Hatfield  
in said County of Hampshire Esq<sup>r</sup> man lately of Windsor aforesaid Yeoman for y<sup>e</sup> Sum of  
two Pounds ten shillings and seven Pence three Farthings Lawfull Money Damages &  
one Pound sixteen shillings and two Pence like Money Cost of Suit, as to us appear  
of Record whereof Execution remains to be done; We Command you therefore that on the 1<sup>st</sup> of  
October or Lands of the said Jacob within your Precinct you cause to be paid and satisfied unto  
the said Roger at the Value thereof in Money the aforesaid Sum being £4. 6. 9. 3 in  
the whole with one shilling & four Pence more in this Part; And then also to satisfy yourself  
for your own Fee and for Hunt of Goods chattels or Lands of the said Jacob to every man shewn  
unto you or found within your Precinct to the acceptance of the said Roger to satisfy the Sum  
aforesaid, We Command you to take the Body of the said Jacob and him commit unto  
our Goal in Springfield in our County of Hampshire aforesaid and detain in your cus-  
tody within our said Goal untill he pay the full Sum aforesaid mentioned with your Fee  
or that He be discharged by the said Roger the Creditor or otherwise by Order of Law; Hereof  
fail not and make Return of this Writ with your Doings therein in to our said Inferiour  
Court of Common Pleas to be holden at Southampton within our County of Hampshire  
upon the second Tuesday of November next Witness Joseph Dwight Esq<sup>r</sup> at Hatfield  
the nineteenth Day of September in the thirty fourth Year of our Thigh  
Annoque Domini 1760 W<sup>m</sup> Williams Cler

Hampshire Sept. 25<sup>th</sup> 1760 Then H<sup>on</sup>rs John Ingersoll Elijah Rogers &  
Samuel Gove all Justices in said County Personally appearing  
made Oath that in appraising such real Estate shewn to them by M<sup>r</sup> Moses Dacey  
Deputy Sheriff to appraise to satisfy the within Execution they would act indif-  
ferently and impartially therein according to their best Skill and Judgment coram  
Vobis Saylos Just. Pac.

We the Subscribers being chosen appointed & sworn  
to appraise such real Estate of the within named Jacob Munsell as should be shewn  
to us by Moses Dacey Deputy Sheriff to satisfy the within Execution have  
apprized nine Acres and sixty Rods of Land lying and being in y<sup>e</sup> Township  
of



Holecot Esq  
v  
Munsell

of Waffia in the County of Hampshire adjoining to Connamoah Pond so called & bound-  
ing westerly on said Pond and southerly on the Road or high Way that runs along before or  
on the South side of the Dwelling house that Joseph Munsell now lives in beginning at  
said Pond and running easterly by said Road or high Way to the Fence or Bar a little East of said  
Dwelling house viz the first Term or Bar from said Pond and to extend from said Bar  
that length of paces but in good square form so far in Breadth as to include and contain  
nine Acres and sixty Rods of Land as aforesaid which was sworn to us by the said Moses  
Jewes Deputy Sheriff to appraise aforesaid which said nine Acres & sixty Rods of Land  
we appraised at six pounds five shillings lawfull Money as Witness our Hand and  
Seals the 25<sup>th</sup> Day of Sept<sup>r</sup> 1760 - - -

John Ingersoll and Seal  
Elijah Rogers and Seal  
Samuell Noble & Seal

Hampshire p<sup>r</sup> Sept<sup>r</sup> 25<sup>th</sup> 1760 - - -

Then I served the within Execution on the above described nine  
Acres and sixty Rods of Land sworn to me by M<sup>r</sup> Cornelius Jones Attorney  
to the within named Roger Holecot Esq to be the Estate of the within named Jacob  
Munsell and the same was appraised by the aforesaid John Ingersoll Elijah  
Rogers and Samuell Noble who were chosen appointed and sworn according to Law  
to appraise the same and who appraised said Land at six pounds five shillings in full  
of said Execution & Cost of appraising and my Fees which said Attorney paid and  
had received in full of said nine Acres and sixty Rods of Land to the said Attorney  
who accepted the same in full Satisfaction of said Execution Cost and Charge of  
appraising and my Fees amounting in the whole to said sum so that this Exec-  
ution is fully satisfied with all Cost and Fees. Moses Jewes Deputy Sher,  
Hampshire p<sup>r</sup> Springfield Dec<sup>r</sup> 7<sup>th</sup> 1760 - - - Recd and recorded in  
Book 4<sup>th</sup> 1 for Recording Executions in said County 270 &c -  
and Examined P<sup>r</sup> David Dymonen Reg<sup>r</sup> - - -

Entered from the Original Feb<sup>y</sup> 12<sup>th</sup> 1761 -  
and Exam<sup>d</sup> by William Williams Cler<sup>k</sup> -

Morison  
Execution  
v  
Munch  
Adm<sup>r</sup>

Hampshire p<sup>r</sup> George the Third by the Grace of God of Great Britain  
King of France and Ireland King Defender of the Faith &c -  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy  
Greeting - - - Whereas John Walker and George Smith Yeoman both of Hartford  
in our County of Hartford and Colony of Connecticut the only surviving Executors  
of the last Will and Testament of Morison Physician late of said  
Hartford Deceased by the Consideration of our Justices of our Superior Court of  
Common Pleas holden at Springfield for and within our County of Hampshire  
aforesaid on the last Tuesday of August last received Judgment against said  
George Yeoman and Lydia his Wife both of Springfield in our County of  
Hampshire which said Lydia is Adminis<sup>r</sup> of all the goods & Chattels Rights  
and Credits of said Morison late of said Springfield Yeoman Dec<sup>d</sup> which were those  
Monies at the Time of his Death for the sum of six ten & one hundred shillings &c  
lawfull Money Damages and one Pound eighteen pence & five Pence with  
Monies Cost of Suit as to us appears of Record whereof Execution remains to be  
We command you therefore that of the goods Chattels or Lands of the sd Morison  
in the Hands and under the Administration of the said Lydia with your Princl<sup>l</sup> -  
you?



Horison  
Executors  
v  
Minick  
claim<sup>re</sup>

you cause to be paid and satisfied unto the said John yd George at the Value thereof in Money the aforesaid sum with one shilling & four Pence more for his Vbit & then of also to satisfye yourself for your own fees hereof said net and make Return of this Writ with your Doings therein into our said Superior Court of common Pleas to be returned at Northampton within our County of Hampshire aforesaid upon the second Tuesday of November next - Witness Israel Williams Esq at - Mattred the twenty fourth Day of September in the third Year of our reign Annoque Domini 1763 W<sup>m</sup> Williams Cler

Hampshire Nov<sup>r</sup> 1763 Then George Lyncheon Timothy Bliss & Joseph Robbins all of Springfield in County and Jurisdiction made sworn Oath that in making and apprizement of such real Estate of which Horis. Minick late of Springfield yeoman Dec<sup>d</sup> died seized as should be shown them by Thomas Robbins Williston Deputy Sheriff for Apprizement in Order to satisfy an Exec<sup>n</sup> against the Estate of said Horis. in the Estate of the Administrator on said Estate in Favour of the Executors of the last Will and Testament of Herman. Horison late of Hartford Provisional Dec<sup>d</sup> they would act impartially & indifferently according to their best Skill and Judgment - - Before John Worthington Just. Pacis

We the Subscribers being chosen appointed and sworn to make an Apprizement of such real Estate of said Horis. as aforesaid and in the Supon aforesaid having had shown unto us by the said Thomas Robbins Williston a Piece of Land lying on the West Side Connecticut River in said Springfield at the place called the Neck bounding easterly on the high Way on the Top of the Bank of said Connecticut River and extending West eighty rods and running across Agawam River and bounding Southerly on Land of the said George Lyncheon and North on Land of Sam<sup>l</sup> Hitchcock of said Springfield We do apprise the same at the Rate of Eight Pounds lawfull Money so here for a greater or lesser Value running thro the whole Length of said Lot - Witness our Hands and Seals at Springfield this first Day of Nov<sup>r</sup> 1763 Joseph Robbins and Seal Timothy Bliss Seal George Lyncheon & Seal

Hampshire Nov<sup>r</sup> 1763 Then this Execution was extended on two acres and seventy rods of Land being part of a Lot of which the within Horis. Minick died seized and till now has been under the Care and Administration of the S<sup>r</sup> Lyain and lies on the West Side the great River in said Springfield at the Place called the Neck and Bounding Southerly on Land of Samuel Hitchcock and Southerly on Land of Timothy Bliss Easterly on the high Way that runs on the Bank of said River and extends westerly across Agawam River being in Length eighty rods the said two acres and seventy rods being on the Northern side of that Part of the same Lot which has heretofore been taken by Execution against said Horis. Estate in Favour of the Administrators on the Estate of Luke Bliss of said Springfield Esq<sup>r</sup> Dec<sup>d</sup> which they have since sold to and is possessed by Captain George Lyncheon of said Springfield and so extends northwesterly four Rods four ten Feet and seven eighths of a Foot and running thro the whole Length of the said Lot and then goes Eastward and Southerly of the said two Acres and seventy Rods of Land to the Creditors by delivering the same by Surfact and Trigg to John Worthington Esq Attorney for their Use who then and there accepted the same in full Satisfaction of this Execution with my Fees Charges of Apprizement and all cost of lvyng and



Horsworn  
Executors  
of  
March 17<sup>th</sup>  
Ann-

and taking Possession <sup>thereof</sup> which he paid amounting in the whole to nineteen Pounds six  
Shillings the same said having been just duly appraised by George Synchon  
Timothy Blinman Joseph Webb and John Springfield and Frederick in  
County at Right Honourable Henry W. Allen allowing to the said John W. Right  
of Deeds therein during his natural Life and the said John Worthington then and  
here freed the same at that rate in satisfaction of this Execution and all costs, on the  
Use of the Creditors and so Fulfill this Execn wholly satisfied thereby J. Thomas  
Williston Deputy Sheriff -

Hampshire s. Springfield Feb<sup>y</sup> 13<sup>th</sup> 1764 Rec<sup>d</sup> and  
Recorded in the Records for recording Executions for said County Lib<sup>o</sup> 4  
Vol<sup>o</sup> 318 De and Exam<sup>d</sup> - - J. David Synchon Esq<sup>r</sup>  
Rec<sup>d</sup> Feb<sup>y</sup> 18<sup>th</sup> 1764.

and Ent<sup>d</sup> from the Originals & Exam<sup>d</sup> -  
J. W. Williams Sec<sup>y</sup>

Rec<sup>d</sup>  
of  
Webster

Hampshire s. George the Third by the Grace of God of Great Britain  
King of France and Ireland King Defender of the Faith &c  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy  
Greeting - Whereas William Peck of Salmer in our County of Hampshire  
Gentleman by the Name of William Peck Jun<sup>r</sup> of Salmer in our County of  
Hampshire Gent<sup>l</sup> by the Consideration of our Justice of our Inferiour Court of  
Common Pleas holden at Springfield here and within our County of Hampshire  
aforesaid on the first Tuesday of May current recovered Judgment against Pe-  
latiah Webster of Lebanon in our County of Windham in our Colony of Connecticut  
in New England Gent<sup>l</sup> for the sum of one hundred and twenty one Pounds and  
four Pence one farthing Lawfull Money Damages And two Pounds ten Shillings  
and eleven Pence costs of Suit as to us appears of Record Hence of Execution un-  
der to be done - We Command you therefore that of the Goods Chattels or Lands of the  
said Pelatiah Webster within your Precinct you cause to be paid and satisfied unto  
the said William Peck at the Value thereof in Money the aforesaid Sums with one  
Shilling and ten Pence for this Writ and the Certificate &c. And thereof also to satisfy  
yourself for your own Use and for Want of Goods Chattels or Lands of the said Pe-  
latiah to levy him, inclose unto you or yourd within your Precinct to the com-  
pliance of the said William to satisfy the sums aforesaid - We Command you to  
take the Body of the said Pelatiah and him commit unto our goal in Springfield  
in our County of Hampshire aforesaid and detain in your custody within our  
said goal untill he pay the sum aforesaid or be released with your Fees or that  
he be discharged by the said William the Creditor or otherwise by Order of  
Law. Hereof fail not and make Return of this Writ with your Doings therein into our  
said Inferiour Court of Common Pleas to be holden at Springfield within our County  
of Hampshire aforesaid upon the last Tuesday of August next Witness  
Israel Williams Esq<sup>r</sup> at Haverfield the Thirtieth Day of May in the fourth Year of  
our Reign Annoq<sup>o</sup> Dom<sup>o</sup> 1764 William Williams Esq<sup>r</sup> - The Creditor above  
named hath filed Cert<sup>o</sup> of his having taken the Oath by Law required to  
entitle him to this Writ

Hampshire s. July 19<sup>th</sup> 1764

Then M<sup>r</sup> Dunkin Quanton M<sup>r</sup> David  
Spur and M<sup>r</sup> John M<sup>r</sup> Master made solemn Oath that in y<sup>e</sup> appurment of  
Lands



Scott  
or  
Webster

Lands and real Estate to satisfy an Execution viz William Scott or Pelatiah Webster recovered at Hoothampton last May Term that they would act justly and impartially according to the best of their Skill and Judgment. before me John Newman Just. Pac 2  
--- The Subscribers being chosen appointed and sworn that in y<sup>e</sup> Appraisal of Lands and real Estate to satisfy the within Execution viz William Scott against Pelatiah Webster have appraised ninety two Acres of Land in Greenwich in said County of Hampshire, sheweth us by John King Deputy Sheriff of the County of the within named Pelatiah said Land as followeth viz the Survey thereof begins at a stake marked A which stands at the Mouth of muddy Brook on the South Side thereof from thence South 23 Degrees West two hundred and fifty Rods thence West ninety Rods to Swift River from thence Swift River is the Westerly Bounds thereof to the aforementioned Stake at the Mouth of muddy Brook said Land we appraised at Eighteen Shillings & 6 pence amounting in the whole to the sum of eighty two Pounds sixteen Shillings and 6 pence and shall this 31<sup>st</sup> Day of May 1764 Duncan Quantin John McMaster David Speer Appraisers --

Hampshire 30 May 31<sup>st</sup> 1764 Then in Obedience to the within Writ and by Direction of the Creditor I took one Piece of Land in Greenwich in y<sup>e</sup> County aforesaid belonging to the said Pelatiah Webster bounded as follows viz beginning at a Stake marked A which stands at the Mouth of muddy Brook on the South Side thereof thence running South 23 Degrees West two hundred and fifty Rods thence West 90 Rods to Swift River from thence Swift River is the Westerly bounds to the aforementioned Stake at the Mouth of muddy Brook containing ninety two Acres which Land was then appraised by Duncan Quantin David Speer and John McMaster Esqrs men atty. at Law in said County & freeholders there chosen as the Law of the Province in such Case directed and sworn to appraise the same at the Sum of Eighteen Shillings lawful Money of the said County amounting in the whole to the sum of eighty two Pounds sixteen Shillings and 6 pence and then I delivered to the said Pelatiah Webster a Certificate of the same and on the same Land being which said William Scott then and there received the same in full Satisfaction of this Execution to wit for the Sum of Eighty one Pound fourteen Shillings and 6 pence and for Discharge of the Costs of the Appraisal and a number which amounted to the sum of one Pound two Shillings which the said William then and there paid so that there remained of the appraised Value of the said Land the aforesaid sum of eighty one Pound fourteen Shillings towards the Discharge of this Execution and I accordingly return this Execution by the same Land satisfied in full viz for the said sum of Eighty one Pound fourteen Shillings

John King Deputy Sheriff

Recd & Entered from the Originals Sept<sup>r</sup> 4<sup>th</sup> 1764  
and Examined by William Williams Clerk

Hampshire 30 George the Third by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c  
John Sheriff of our County of Hampshire his Undersheriff for Deputy Quettins  
Whereas John Mosely of Weyfield in our County of Hampshire Gentleman by the consideration



Morely  
or  
Webster

Consideration of our Justice of our Superior Court of Common Pleas holden at Northampton and within our County of Hampshire aforesaid on y<sup>e</sup> second Tuesday of November recovered judgment against the Benajah Webster of Windsor in our County of Hartford in the Colony of Connecticut upman for the sum of twenty two Pounds fifteen Shillings and four Pence law full Money Damages and two Pounds eight Shillings and three Pence Costs of Suit do to us appears of the record Whereof Execution remains to be done We Command you therefore that of the Goods Chattels or Lands of the said Benajah Webster within your Precinct you cause to be paid and satisfied unto the said John Morely at the Value thereof in Money the aforesaid sum with one Shilling five Pence for this Suit and the Costs and there of also to satisfy yourself for your own Fees and for want of Goods Chattels or Lands of the said Benajah Webster by rimotion unto you or found within your Precinct to the Discharge of the said John to satisfy the sum aforesaid. We Command you to take the Body of the said Benajah and him to bring unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal untill he pay the full sum abovementioned with your Fees or that he be discharged by the said John the Creditor or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doings therein into our said Superior Court of Common Pleas to be holden at Northampton within our County of Hampshire aforesaid on the second Tuesday of Feb<sup>y</sup> next. Witness Israel Williams Esq at Hatfield the eleventh Day of December in the fifth Year of our Reign Annoq Domini 1764. The said Justices of his W<sup>m</sup> Williams Esq  
having taken the oath by Law required to write him to this Writ - W<sup>m</sup> Williams Esq  
Hampshire December 15<sup>th</sup> 1764. Then by Virtue of this Execution and by Order of the within named John Morely Esq. I extended this Execution upon two Tracts of Land hereafter described lying in Westfield in said County of the State of the within named Benajah Webster which were appraised and set out by John Richard Samuel Robie and John Heppner Jun<sup>r</sup> of said Westfield all Freeholders according to Law for that Purpose the first Tract of Land contains forty Aers lying at a Place in said Westfield called the Mountains near and upon the Road leading from Westfield to Mansford bounded West by the Land of Bilead Fowler North upon Land of John Barber partly and partly on Land of Martin Root partly and partly on Land before taken by Execution from the said Webster by the said John Morely as Att<sup>y</sup> and partly on Land of John Ferman Southly upon said Road or high Way which said forty Aers has thereon standing a House and a Shop and was together appraised at eighteen Pounds the other Tract of Land lies opposite about one hundred Rods Southward from said Road and consists of five Aers of Wood Land bounded West by the Land of Joseph Barber South by the Land of Bilead Fowler East on said Fowler's Land North on Land taken by Execution from said Webster by sd Morely as Att<sup>y</sup> to Daniel Sutton and contains five Aers as aforesaid which was appraised at one Pound seven Shillings and six Pence and I delivered Possession and Seizin of the said two Tracts of Land set out as aforesaid unto the said John Morely the Creditor who accepted the same in Part Satisfaction of this Execution viz for sixteen Pounds and seven Shillings the remaining sum of two Pounds and six Pence being by the Plaintiff in and about said Appraisal expended in my Fees and other Charges.

Morey Dewey Dep<sup>t</sup> Sher



Mordly  
17  
Webster

mer Dec 19, 0  
apprizer 13, 6  
plaintiff 3, 6  
recorring 4, 6  
2, 0, 6

Hampshire 10 Dec 15<sup>th</sup> 1764 Then M<sup>rs</sup> Dorey Gent<sup>l</sup> Deputy  
Sheriff delivered me Po<sup>se</sup>ssion and Disin of the above mentioned  
Tracts which I assist in Part of satisfaction of this Execution viz  
seven Pounds and the Cost of appraisement as herein  
specified  
John Mordly

Hampshire 10 Dec 15<sup>th</sup> 1764 Then M<sup>rs</sup> Dorey Gent<sup>l</sup> Deputy  
Sheriff and John Shephard Jun<sup>r</sup> being appointed by John Mordly Esq<sup>r</sup> and M<sup>rs</sup>  
Dorey Sheriff Deputy to appraise such of the Estate of Benjamin Webster Esq<sup>r</sup> as should  
be presented to them by the said Sheriff Deputy which is to satisfy a Judgment of  
Court obtained against the said Webster in Favour of John Mordly on 4<sup>th</sup> last past  
at W<sup>est</sup>hampton that they would appraise the Land or Estate so presented truly  
justly and impartially according to their best Judgment. Will before me David Taylor

W<sup>est</sup>field December 15<sup>th</sup> 1764 We being duly authorized and sworn to  
apprize two Pieces of Land lying in W<sup>est</sup>field partly to answer an Execution of  
John Mordly against Benjamin Webster as shewn to us by M<sup>rs</sup> Dorey Deputy  
Sheriff and then whereof consists of forty Acres of Land which we appraised at Eleven  
Pounds which also had a House and Shop standing thereon which we appraised by  
themselves at seven Pounds more the other Piece of Land consists of five Acres  
of Wood Land which we appraised at one Pound seven Shillings and six Pence  
the whole amounting to the sum of nineteen Pounds seven Shillings and six  
Pence as Witness our Hands John Shephard Samuel Goble John Shephard Jun<sup>r</sup> Apprizers  
Hampshire 10<sup>th</sup> Dec 15<sup>th</sup> 1764 Term above mentioned Recd and entered from Original  
and Exam<sup>d</sup>  
By W<sup>m</sup> Williams Cler<sup>k</sup>

Jones  
17  
Hobbs

Hampshire 10<sup>th</sup> Dec 15<sup>th</sup> 1764 Then M<sup>rs</sup> Dorey Gent<sup>l</sup> Deputy  
Sheriff and John Shephard Jun<sup>r</sup> being appointed by John Mordly Esq<sup>r</sup> and M<sup>rs</sup>  
Dorey Sheriff Deputy to appraise such of the Estate of Benjamin Webster Esq<sup>r</sup> as should  
be presented to them by the said Sheriff Deputy which is to satisfy a Judgment of  
Court obtained against the said Webster in Favour of John Mordly on 4<sup>th</sup> last past  
at W<sup>est</sup>hampton that they would appraise the Land or Estate so presented truly  
justly and impartially according to their best Judgment. Will before me David Taylor

To the Sheriff of our County of Hampshire his Under Sheriff or Deputy greeting  
Whereas Cornelius Jones of Springfield in our County of Hampshire Gentleman by  
the consideration of our Justices of our Superior Court of Common Pleas holden at  
Springfield for and within our County of Hampshire aforesaid on the last Tuesday of August  
last recovered Judgment against Ebenezer Hobbs of Springfield aforesaid Esq<sup>r</sup> for the sum of eight Pounds ten Shillings and a penny lawfull Money Damages and one  
Pound nineteen Shillings and seven Pence Costs of suit. as now appears of Record  
whereof Execution remains to be done We Command you therefore that of the Goods Chat-  
tels and Lands of the said Ebenezer Hobbs within your Precinct you cause to be paid and  
satisfied unto the said Cornelius Jones at the Value thereof in Money the aforesaid sum  
with five Shillings for this and two former Writs and the Certificates - and thereof also  
to satisfy yourself for your own Fees - And for Want of Goods Chattels and Lands of the  
said Ebenezer to be by him shewn unto you or found within your Precinct to the Acceptance  
of the said Cornelius to satisfy the sum aforesaid. We Command you to take y<sup>e</sup> Body  
of the said Ebenezer and him commit unto our Goal in Springfield in our County of  
Hampshire aforesaid and detain in your Custody within our said Goal untill he  
pay



Tones  
27  
Stebbins

pay the full sum as above mentioned with your Fees or that he be discharged by the said  
Cornelius the Auditor or otherwise by Order of Law - Hereof fail not and make Re-  
turn of this Writ with your Return therein into our said inferior Court of Common  
Pleas to be returned at Springfield within our County of Hampshire aforesaid upon the  
first Tuesday after the next. Witness Israel Williams Esq at Hatfield the fifth Day of  
March in the Fifth Year of our reign Anno Domini 1765  
The Cred<sup>r</sup> hath taken the Oath by Law required to William Williams Cler  
entitle him to this Writ. W<sup>m</sup> Williams Cler

Hampshire 6 April 1765 Then Major Benjamin Day Capt<sup>n</sup>  
George Dymond and Lieut Feidiah Bliss came before me the Subscriber and  
made Oath that in making appraisement of such Lands as should be shewn them  
by M<sup>r</sup> Thomas Williston Dep<sup>t</sup> Sher<sup>r</sup> belonging to the within named Ebenezer  
in Order to satisfy this Execution they would act therein faithfully indifferent  
& impartially according to their best Skill and Judgment - Coram Josiah Dought  
Just<sup>ice</sup> Pacis

When the Subscribers being chosen appointed & sworn  
to appraise such real Estate or Lands as should be shewn us by M<sup>r</sup> Thomas  
Williston Dep<sup>ty</sup> Sheriff to satisfy the within Execution have appraised six Acres  
of Land lying and being in the Township of Springfield on the East Side of the  
great River at the upper end of round Hill so called bounded and buttled as follows  
viz Western Joseph Stebbins Land East on the Hequano Land North by the Brook and  
Fence South by the said round Hill which said six Acres of Land was shewn to  
us by the said Thomas Williston Dep<sup>ty</sup> Sher<sup>r</sup> to appraise to satisfy the within Ex-  
ecution aforesaid. Which six Acres of Land we appraised at Eleven Pounds fourteen  
Shillings Lawfull Money Witness our Hands and Seals this first Day of April  
Anno Domini 1765 - Benjamin Day & Seal George Dymond and Seal  
Feidiah Bliss and Seal - Appraisers

Hampshire 10 April 1765 - Then by Order and Direction of Cornelius  
Jones the Creditor within named I viewed the within Execution on y<sup>e</sup> above mentioned  
and described six Acres of Land belonging to the within named Ebenezer  
Stebbins the Debtor and as a<sup>n</sup> Land which said six Acres of Land was appraised  
by the above named Major Benjamin Day Capt<sup>n</sup> George Dymond and Lieut  
Feidiah Bliss all Freeholders in said County and chosen appointed and sworn  
according to Law to appraise the same and who appraised said six Acres of Land  
at Eleven Pounds fourteen Shillings - and then delivered possession of said  
six Acres of Land to M<sup>r</sup> Moses Bliss Attorney to the said Cornelius y<sup>e</sup> Creditor  
who accepted the same in full satisfaction of the within Execution and cost of  
apprizing said Land & my Fees which the said Creditor paid amounting in the  
whole to the said sum of Eleven Pounds fourteen Shillings

April 1765 Free<sup>d</sup> of M<sup>r</sup> Thomas Williston Thom<sup>s</sup> Williston Dep<sup>t</sup> Sher<sup>r</sup>  
Dep<sup>ty</sup> Sher<sup>r</sup> by M<sup>r</sup> Moses Bliss my Attorney  
possession of the above described Land Cornelius Jones

Hampshire Springfield May 20<sup>th</sup> 1765 Received and  
recorded in Lib<sup>ry</sup> for recording Executions in said County Page 375 &c  
and Exam<sup>d</sup> Edward Dymond Reg<sup>r</sup>

Hampshire Free<sup>d</sup> at May term 1765 and entered  
from y<sup>e</sup> Original and Exam<sup>d</sup> W<sup>m</sup> Williams Cler



God of

Hampshire George the Third in the Grace of Great Britain France & Ireland  
King Defender of the Faith &c

Domini 1  
Adm:  
17  
Bacon

To the Sheriff of our County of Hampshire and Under Sheriff or Deputy executing  
Whina or Ebenezer Domrey gentleman and either Domrey or either of Northampton in  
our County of Hampshire Administrators on the Estate of Elisha Domrey late of Northampton  
County Decd by the Consideration of our Justices of our inferior Court of  
Common Pleas do hereat spring and within and for our County of Hampshire after  
on the last Tuesday of August last recovered Judgment against Simon Bacon of  
Ware within our County of Hampshire Physician for the sum of four Pounds four  
Shillings and eight Pence lawfull Money Damages and one Pound seventeen Shillings  
and a Penny like Money Costs of Suit as to us appears Record whereof Execution re-  
mains to be done We Command you therefore that of the goods Chattels or Land of the said  
Simon within your Precinct you cause to be paid and satisfied unto the said Ebenezer  
either in the Capacity aforesaid at the Value thereof in Money the aforesaid sums with one  
Shilling and four Pence more for his Costs and for the Costs of the said Ebenezer or of the  
said Simon to be by him shown unto you or your Under Sheriff within your Precinct to the Acceptance  
of the said Ebenezer and either in the Capacity aforesaid to satisfy the sums aforesaid: We  
command you to take the Body of the said Simon and him commit unto our Goal  
in Springfield in our County of Hampshire aforesaid and detain in your Custody within  
our said Goal until he pay the full sums above mentioned with your Fees or that he be dischar-  
ged by the said Ebenezer and either in said Capacity the Creditors or otherwise by Order  
of Law hereof fail not and make Return of this Writ with your Doings therein into our  
said Superior Court of Common Pleas to be holden at Northampton within our County of  
Hampshire aforesaid upon the second Tuesday of November next. Witness Our  
William Esq at Hatfield the twentieth Day of September in the second Year of our  
Reign Anno Domini 1762 - W<sup>m</sup> Williams Cler -

Hampshire in Amherst Sept: 20<sup>th</sup> 1762. M<sup>r</sup> William Boltwood Alexander Smith  
and John Hash Jun<sup>r</sup> personally appeared before me the Subscriber and sworn to act  
Justly and indifferently in the appraisal of some Land taken by Execution against Si-  
mon Bacon in Favour of the Administrators of Elisha Domrey late  
Decd lying in Ware before Josiah Chauncy Just Peace - The the subscribers being  
chosen and appointed and sworn to appraise certain Lots of Land lying in Ware in the  
County of Hampshire to satisfy an Execution in Favour of Ebenezer Domrey & either  
Domrey Administrators on the Estate of Elisha Domrey late of Northampton Decd  
against Simon Bacon the on the 29<sup>th</sup> Day of September 1762 appraised forty five Acres of  
Land at three Shillings and ten Pence farthing each amounting in the whole to eight  
Pounds fifteen Shillings five Pence farthing lawfull Money and is meted and  
bounded as follows viz beginning at a Line Tree which is the North Easterly Corner the  
Southerly thirty six Rods on William Vigners Land then running Southerly to a Stake  
and Stones which is said Vigners Southerly Corner then running Easterly on said Vigners  
Land to Ware River then running down the River to a Line of the Manors then running  
Northerly to the Land of John Downing then Easterly to the first mentioned Corner  
Witness our Hands and Seals this twenty ninth Day of September Anno Domini 1762  
William Boltwood and Seal Alexander Smith and Seal John Hash Jun<sup>r</sup> and Seal  
Hampshire in September the 29<sup>th</sup> 1762 - Then by Order of the Creditors I viewed  
this Execution on forty five Acres of Land lying in Ware of the with-  
in Elisha Domrey's Estate which was appraised by William Boltwood  
of Amherst in said County Esq<sup>t</sup> chosen by the Creditors and Alexander Smith  
Yeoman and John Hash Jun<sup>r</sup> Yeoman both of said Amherst appointed by



Pomroy  
nam.  
27  
Bacon

by myself the Deftor not being to be found which said Apprise were Treckholders in said County and were sworn for the Purpose aforesaid before Josiah Gauncey Esq one of his Majesties Justices of the Peace for said County who appraised said Land at three Shillings and ten Pence farthing & were amounting in the whole to eight Pounds thirteen Shillings and five Pence farthing which said Land is bounded as follows viz beginning at a Pine Tree which is the North Easterly Corner then running Southerly North West & East on William Virgins Land then running Southerly to a Stake & Money which is said Virgins southerly Corner then running Easterly on said Virgins Land to Ware River then running down the River to a Line of the Manors then running Southerly to the Land of John Downing then Easterly to the first mentioned Corner. and I delivered a Copy and a Copy to Eliza Alvord the lawfull Attorney of the Creditors appointed by them for that Purpose who accepted the same for and in Behalf of the Creditors in full Satisfaction of this Execution. Solomon Bottwood Deputy Sheriff - - Hampshire s<sup>r</sup>. Springfield Jan 4<sup>th</sup> 1765

Rec<sup>d</sup> and recorded in the Records for recording Executions in said County Lib<sup>o</sup>. 1 fol<sup>o</sup> 359<sup>o</sup> and Exam<sup>d</sup> - of Edward Synchon Reg<sup>r</sup> Hampshire s<sup>r</sup>. Rec<sup>d</sup> July 17<sup>th</sup> 65 and Entered from the Originals and Exam<sup>d</sup> of W<sup>m</sup> Williams Cler

Pomroy  
Ad<sup>r</sup>  
27  
Heddon

Hampshire s<sup>r</sup>. George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c.  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting - Whereas Ebenezer Pomroy Gentleman and Esther Pomroy Gentlewoman both of Northampton in our County of Hampshire Administrators on the Goods & Estate of Ebenezer Pomroy lately of Northampton aforesaid Gent<sup>l</sup> Dec<sup>d</sup> Intestate by the Consideration of our Justices of our Superior Court of Common Pleas holden at Springfield within and for our County of Hampshire aforesaid on the last Tuesday of August last recovered Judgment against Dan Helden of Northampton aforesaid Blacksmith for the Sum of fifty Pounds eight Shillings and a Penny three farthings lawfull Money Damages and one Pound thirteen Shillings and a Penny like Money costs of Suit as to us appears of Record whereof Execution remains to be done: We command you therefore that of the Goods Chattels or Lands of the said Dan within your Precinct you cause to be paid and satisfied unto the said Ebenezer and Esther in said Capacity at the Value thereof in Money the aforesaid Sums with one Shilling and four Pence more for this Writ and thereof also to satisfy yourself for your own fees. And for Want of Goods Chattels or Lands of the said Dan to be by him shewn unto you or found within your Precinct to the Acceptance of the said Ebenezer and Esther in their Capacity aforesaid to satisfy the Sums aforesaid: We command you to take the Body of the said Dan and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal untill he pay the full Sums aforesaid mentioned with your Fees or that he be discharged by the said Ebenezer and Esther in said Capacity the Creditors or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doings therein into our said Superior Court of Common Pleas to be holden at Northampton within our County of Hampshire aforesaid upon the second Tuesday of November next Witness Israel Williams Esq at Rutfield the nineteenth Day of September in the second Year of our reign Annoque Domini 1762.

W<sup>m</sup> Williams Cler



Pomroy  
Ad<sup>r</sup>  
or  
Sheldon

September 25<sup>th</sup> 1762 Recd in Part of the Contents of this Execution fourteen  
Pounds nine shillings and one penny two farthings being the sum of the said Debt  
Credit against the Estate of the within named Debt not before allowed and now  
discounted by the said Dan - Towne - Pomroy Administrator my Estate of y<sup>e</sup> Dec<sup>r</sup>

Hampshire s<sup>e</sup> September 25<sup>th</sup> 1762 - Mess<sup>rs</sup> Supply Kingsley - Caleb  
Strong and Hains Kingsley were sworn faithfully and impartially to appraise  
and set out such real Estate as should be shown to them to satisfy this Execution  
and all Fees Before Joseph Hawley Justice Peace - We the Subscribers Free-  
holders of the County of Hampshire chosen appointed and sworn as the Law of  
this Province prescribes to appraise and set out by Meets and Bound a Piece of  
Land lying in Northampton in the said County of Hampshire belonging to Dan  
Sheldon of the said Northampton to satisfy a certain sum Part of the Contents of  
a certain Execution which issued out of the Clerks Office of the Inferiour Court of  
Common Pleas for the said County of Hampshire bearing Date the Nineteenth  
Day of September 1762 wherein Ebenezer Pomroy and Elisha Pomroy Administra-  
tors on the Estate of Capt<sup>e</sup> Elisha Pomroy late of the said Northampton Dec<sup>r</sup> are Credit-  
tors and the said Dan Sheldon is Debtor and all necessary Charges arising thereon  
do hereby certify that we have set out a certain part of the same Lot belonging  
to the said Dan in the said Northampton viz a Piece of the said Lot of the breadth  
of six Rods and twenty three Links and lying in Length from Licking Water  
Street to the Mill River being the whole Length of the said Lot allways excepting  
the spot of Ground which his wife the said stands on: the said Part of the said Lot  
lies adjoining to a Strip of the said Lot this Day taken to satisfy a certain Ex-  
ecution in Favour of Colonel Dwight of Springfield against the said Dan; the  
said Piece taken for the said Col<sup>l</sup> Dwight aforesaid is on the Northernly Side of the  
said Lot next to the said Chapel Lane and being one Rod and five Links wide  
and the sum which remained due on the said Execution which the said Land is  
apprized to satisfy being thirty eight Pounds seventeen shillings and three Pence  
one Farthing and the Sheriff's Fee and other necessary Charges arising in the said  
being one Pound nine shillings and ten Pence one farthing making in the whole  
thirty eight Pounds seventeen shillings and three Pence one Farthing we set out  
the above said Piece of Land as of that Value and do appraise the said Piece of Land  
to set out at the sum of thirty eight Pounds seventeen shillings and three Pence  
one Farthing. Dated this twenty fifth Day of September Anno Dom<sup>i</sup> 1762  
Caleb Strong Supply Kingsley Hains Kingsley Appraisers.

Hampshire s<sup>e</sup> September 25<sup>th</sup> 1762 by Virtue of the Within annexed Process  
three indifferent discreet Men being Freeholders & Inhabitants  
in the said County of Hampshire namely Mess<sup>rs</sup> Supply Kingsley  
Caleb Strong and Hains Kingsley the said Caleb chosen by the Creditor named  
in the Writ of Execution to which this Return is annexed and the said Hains  
chosen by the Debtor therein named and the said Supply chosen by myself to be  
sworn before Joseph Lawin by one of his Majesties Justices of the Peace for y<sup>e</sup> said  
County of Hampshire faithfully and impartially to appraise such real Estate  
of the said Debtor as should be shown to them to satisfy the said Execution with  
all Fees which Appraisers above named appraised the Piece of Land within des-  
cribed at the sum of thirty eight Pounds seventeen shilling and three Pence  
one



one Farthing which is the Amount of the Sum due on the said Execution and all lawfull Fees owing on the same which Piece of Land the said Appraisers set out & distinguished by sufficient Hedges and Boulders and then and there delivered Possession and Seizin of the said Piece of Land to the said Creditors by them & there entering on the same and delivering Turf and Twigg thereof to. M<sup>r</sup> Ebenezer Pomroy one of the Creditors above named who accepted the same in Behalf of both of them - William Lyman Deputy Sheriff.

Hampshire ss Springfield Jan<sup>y</sup> 3<sup>d</sup> 1765 Recd and recorded in Lib<sup>ry</sup> A for recording Executions in said County. Page 357 &c and Exam<sup>d</sup>

Hampshire ss Edward Synchon Reg<sup>r</sup>  
Recd July 1765 and Entered from the Originals and Exam<sup>d</sup>  
W<sup>m</sup> Williams Cler<sup>k</sup>

Pomroy  
Adm<sup>r</sup>  
Hamp<sup>r</sup>

Hampshire ss George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Gre<sup>ve</sup> Greeting Whereas Ebenezer Pomroy Gentleman and Esther Pomroy Gentlewoman both of Northampton in our County of Hampshire Administrators on the Goods & Estate of Elisha Pomroy lately of Northampton aforesaid Gentleman Dec<sup>d</sup> Intestate by the Consideration of our Justices of our Inferiour Court of Common Pleas holden at Springfield for and within our County of Hampshire aforesaid on the first Tuesday of May current recovered Judgment against Timothy Gashof of Hutesbury in our County of Hampshire Yeoman for the Sum of forty seven pounds eight Shillings four Pence and two Farthings lawfull Money Damages and one Pound fifteen Shillings & three Pence like Money costs of Suit as to us appears of Record whereof Execution remains to be done We command you therefore that of the Goods Chattels or Lands of y<sup>e</sup> sd Timothy within your Precinct you cause to be paid and satisfied unto the said Ebenezer and Esther at the Value thereof in Money the aforesaid Sum with one Shilling and four Pence more for this Writ and thereof also to satisfy yourself for your own Fees And for Want of Good Chattels or Lands of the said Timothy to deliver him or her unto your pound within your Precinct to the Acceptance of the said Ebenezer and Esther to satisfy the Sum aforesaid We Command you to take the Body of the said Timothy and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal until he pay the said Sum above mentioned with your Fees or that he be discharged by the said Ebenezer and Esther the Creditors or otherwise by Order of our Court. Dene<sup>d</sup> Fair not and make Return of this Writ with your Doings therein into our said Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the last Tuesday of August next. Witness Israel Williams Esq<sup>r</sup> at Springfield the seventeenth Day of May in the Third Year of our said Kings Annoq Dom<sup>i</sup> 1763

W<sup>m</sup> Williams Cler<sup>k</sup>

Hampshire ss June 2<sup>d</sup> 1763 Then Jonas Lock Yeoman and Ebenezer Fuller Yeoman and Nathaniel Blanchard Yeoman all of Hutesbury in y<sup>e</sup> sd County of Hampshire personally appeared before me one of his Majesty's Justices of y<sup>e</sup> Peace for said County and were sworn faithfully & impartially to appraise such real estate of Timothy Gashof of Hutesbury as sh<sup>al</sup> be shew'd them to satisfy an Execution in favor of the Administrators of Capt Elisha Pomroy late of Northampton Dec<sup>d</sup> ag<sup>t</sup> y<sup>e</sup> sd Timothy Josiah Crumney Justices



Pomroy  
Adm<sup>r</sup>  
v<sup>r</sup>  
Hask

We the subscribers being chosen appointed and sworn to appraise following Tracts or  
Parcels of Land lying in Shutesbury in the County of Hampshire to satisfy an Ex-  
ecution in favor of Ebenezer Pomroy and his Executors Administrators on the goods  
and Estate of Eliza Pomroy late of Northampton Gentleman Decd against Timothy  
Hask of said Shutesbury in said County of Hampshire Yeoman and accordingly on the  
Second Day of June 1763 appraised a Tract of Land containing one hundred and  
twenty Acres of Land in said Shutesbury belonging to said Timothy excepting six  
Acres which is sequestered for a high Way at six Shillings and ten Pence p<sup>r</sup> Acre amount-  
ing to thirty eight Pounds nineteen Shillings it being half the fourth Division  
4<sup>th</sup> Fifty and half the fourth Division 4<sup>th</sup> three and the fourth Division 6<sup>th</sup> 4<sup>th</sup> one  
hundred and three and one hundred and four bounding as follows viz West on Land  
belonging to Aba Adams North partly on Land belonging to said Adams and  
partly on the fourth Division Lot 4<sup>th</sup> one hundred and five East on the Ministry  
Land so called South on Pelham Line also we appraised the fourth Division Lot  
4<sup>th</sup> ninety five except two Acres required for a high Way at six Shillings p<sup>r</sup> Acre contain-  
ing forty Acres two of which is sequestered for a high Way the amount of which is eleven  
Pounds eight Shillings bounding as follows viz South on the first Division Lot 4<sup>th</sup>  
forty five belonging to James Henry East partly on said Henrys Land and partly on 4<sup>th</sup>  
fourth Division Lot 4<sup>th</sup> ninety six North partly on 4<sup>th</sup> ninety six and partly on a third  
Division Lot belonging to Isaiah and Abner Adams West partly on said Adams  
Lot and partly on the fourth Division Lot 4<sup>th</sup> ninety four also one Acre of the East End  
of the fourth Division Lot 4<sup>th</sup> ninety four prized at six Shillings p<sup>r</sup> Acre beginning  
at a Stake and stone the North West Corner of the fourth Division Lot 4<sup>th</sup> ninety five  
and runs West in Adams Lane three Rods and Ten Links then South five  
Dequies West forty seven Rods then Eastwardly three Rods and Ten Links to the North  
West Corner of James Henrys said Division Lot 4<sup>th</sup> forty five then to first mentioned  
Corner of Henrys said Land and seals this second Day of June Anno Domini 1763  
Jonas Lock and Seal Ebenezer Fuller & Seal Nathaniel Blanchard and Seal

Hampshire 6 June 2<sup>d</sup> 1763 then by Order of the Plaintiffs Flew this Exec<sup>n</sup>  
on three Tracts or Parcels of Land all lying in Shutesbury within  
name of the Defendant's Estate said Tracts are bounded as hereafter  
described and were appraised by Jonas Lock chosen by myself and Ebenezer  
Fuller chosen by the Defendant and Nathaniel Blanchard chosen by the Creditors  
S<sup>t</sup> which said appraisers are all Free holders in the said County of Hampshire  
and were sworn to the faithful and impartial appraisement thereof before Josiah  
Chauncy Esq one of his Majesties Justices of the Peace for the same County which  
said appraisers appraised said Land as follows viz one Tract of Land containing  
one hundred and twenty Acres six decaying within the Bounds of the same being  
sequestered for a high Way they appraised at six Shillings and ten Pence p<sup>r</sup> Acre the  
whole amount of which excepting the said six Acres sequestered is thirty eight  
Pounds nineteen Shillings being half the fourth Division 4<sup>th</sup>  
Fifty and half the fourth Division 4<sup>th</sup> three and the fourth Division 6<sup>th</sup> 4<sup>th</sup>  
one hundred and three and one hundred and four and is bounded West on Land  
of Aba Adams North partly on said Adams and partly on the fourth  
Division Lot 4<sup>th</sup> one hundred and five East on the Ministry Land so called  
South



Demroy  
Adm-  
or  
Hask

South on Ichapm Line -- also another Tract of Land viz the fourth Division Lot. 40 ninety five except two acres inclosed within the same which are a great tract or a high Way at six Shillings & there the whole of which Tract contains forty acres bounded South on the first Division Lot. 40 forty five belonging to James Henry East partly on D. Henrys Land and partly on the fourth Division Lot. 40 ninety six North partly on said Lot ninety six and partly on a third Division Lot belonging to Fraish and Abner Adams West partly on said Adams Lot and partly on the fourth Division Lot. 40 ninety four also another Piece of Land containing one acre at six Shillings at the East End of the fourth Division Lot. 40 ninety four beginning at a stake and Stones at the North West Corner of y<sup>e</sup> fourth Division Lot. 40 ninety five and runs in Adams Line three Rods and ten Links then South six Degrees West forty seven Rods then Eastwardly three Rods & ten Links to the North West Corner of James Henrys first Division Lot. 40 forty five then to the first mentioned Corner the whole amount of the several Sums made by the apprizement of the abovesaid Lands is £ 50, 13, 0. and I delivered Possession and Seizin of each of the Tracts and Pieces of Land apprizd as abovesaid to the Creditors who accepted of the same in full Satisfaction of this Execution -- To be taken out of the above Sum & Charges -- Sheriff Paid £ 0, 13, 1, 0 paid the apprizers £ 0, 12, 0 paid the Justice who were the apprizers £ 0, 4, 0, 8 for administering the Oaths and travelling for that Purpose -- Ebenezer Childs Deputy Sheriff --

August 25<sup>th</sup> 1763 this Return of the Sheriff Jacobt. Ebenezer Demroy Adm-  
Hampshire so Springfield August 31<sup>st</sup> 1763 Recd & recorded  
In Lib<sup>ry</sup> of the recording Executions in said County  
Page 333 & 6 and Examd J. Edward Pycher Clerk

Hampshire so

Recd July 17<sup>th</sup> 68 and entered from the Originals and  
Examd J. W. Williams Cler

Demroy  
Adm-  
17  
Demroy

Hampshire George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c -- To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting  
Whereas Ebenezer Demroy Esq<sup>r</sup> and Esther Demroy Gentlewoman both of the County of Hampshire Administrators on the Goods & Estate of Eliza Demroy lately of the said Northampton Gentleman Dec<sup>d</sup> Intestate in their Capacity aforesaid by the Consideration of our Justices of our said Court of common Pleas holden at Springfield res and within our County of Hampshire upon the first Tuesday of May last recovered Judgment against Titus Demroy of the said County of Hampshire aforesaid Yeoman for the Sum of one hundred and twenty one Pounds five Shillings and four Pence Lawful Money Damages and five Pounds seven teen Shillings and nine Pence like Money Cost of Suit as to us appears of Record whereof Execution remains to be done We Command you therefore that of the Goods Chattels or Lands of the said Titus within your Precinct you cause to be paid and satisfied unto the said Administrators at the Value thereof in Money the aforesaid Sums with one Shilling and four Pence more for this Writ and thereof also to satisfy yourself for your own Fees. And for Want of Goods Chattels or Lands of the said Titus to be by him shewn unto you or found within your Precinct to the Acceptance of the said Administrators to satisfy the Sums aforesaid We Command you to take the Body of the said Titus and

him



County  
Adm<sup>r</sup>  
17  
County  
him commit unto our Goal in Springfield in our County of Hampshire aforesaid  
and detain in your custody within our said Goal until he pay the said sum above men-  
tioned with new fees or that he be discharged by the said Administrator or by Creditors  
or otherwise by Order of Law hereof fail not and make Return of this Writ with your  
Doings therein in to our said Inferiour Court of Common Pleas to be holden at Springfield  
within our County of Hampshire aforesaid upon the last Tuesday of August next Wit-  
ness Israel Williams Esq at Hatfield the twenty five Day of June in y<sup>e</sup> Third  
Year of our Reign Anno Dom<sup>i</sup> 1763. W<sup>m</sup> Williams Cler

Hampshire 20<sup>th</sup> of August 1763 Mess<sup>rs</sup> Elias Lyman and Jonathan

White Subscribers of the Certificate hereto annexed made Oath that  
in appraising the real Estate which should be shewn to them by the Creditors  
to satisfy the Contents of this Writ they would act impartially and indiffe-  
rently before Joseph Hawley Just<sup>ice</sup> Pac<sup>e</sup>.

Hampshire 20<sup>th</sup> of August 1763  
Mess<sup>rs</sup> Simon Parsons once of the Subscribers of the Certificate hereto annexed made Oath  
that in appraising the real Estate described in the Certificate hereto annexed he acted  
impartially and indifferently - Before Joseph Hawley Just<sup>ice</sup> Pac<sup>e</sup>.

We the Subscribers being appointed and duly sworn to appraise such  
Estate as should be shewn to us by Ebenezer Demoy Esq<sup>r</sup> the Administrator of the  
Goods and Estate of Titus Demoy late of Northampton as the Estate of Titus Demoy  
of South Hadley in the County of Hampshire in Order to satisfy the Contents of an  
Execution in favour of said Ebenezer Demoy against said Titus which is hereto an-  
nexed have viewed a Piece of Land and a Barn which was attached by Virtue of the  
original Writ in said Execution from whence the same proceeded and is bounded  
and described as follows Viz beginning at the North West Corner of the said Titus  
Demoy's Farm and running East 20<sup>th</sup> 40<sup>th</sup> 1<sup>st</sup> 9<sup>th</sup> Perch thence South 15<sup>th</sup> West 29<sup>th</sup> Perch  
17<sup>1</sup>/<sub>2</sub> Links thence West 25<sup>th</sup> South 113<sup>th</sup> Perch thence South 20<sup>th</sup> East 8<sup>th</sup> Perch 4 Links  
thence West 25<sup>th</sup> South 66<sup>th</sup> Perch thence South 15<sup>th</sup> East 37<sup>th</sup> Perch 21<sup>1</sup>/<sub>2</sub> Links -  
bounded Northerly partly on Nathaniel White and partly on Benoni  
Greston Lands. Easterly on Thomas Hatfield and Southerly on y<sup>e</sup> said Titus  
Demoy's Land. The above described Land contains 3.6 Acres 3 Rods and 3  
perch and we did appraise a Barn standing on said Land and shewn to  
us by the said Ebenezer Demoy the Land and Barn to be worth one hundred &  
thirty Pounds four Shillings and three Pence lawfull Money and no more and  
we have set said Land and Barn apart for the said Ebenezer Demoy in full  
Discharge of said Execution Witness our Hands at South Hadley this 20<sup>th</sup> Day of  
August 1763 Jonathan White Elias Lyman. Simon Parsons

Hampshire 20<sup>th</sup> of August 1763 By Direction of the within named Ebenezer

Demoy as Administrator on the Execution against the within named  
Titus Demoy of South Hadley in the County of Hampshire This Day served this  
Execution on a Portion of Land of thirty six Acres three Rods and three Perch with a  
Barn standing thereon the aforesaid Land is particularly described in the Return of  
the Appraisement hereto annexed. Appraisers Viz Simon Parsons chosen by the said  
Ebenezer Demoy Administrator Jonathan White whom the said Appraiser chose  
and Elias Lyman who was appointed by me the Subscriber they being indifferent &  
discreet Men and Freeholders in said County of Hampshire who were duly sworn  
as appears by a Certificate thereof made upon this Execution and they having  
viewed



viewed said Land Premises did appraise the same to be worth two Pounds nine Shillings and ten Pence & also the said Barn to be worth forty Pounds the whole said Land and Barn were judged to be worth one hundred twenty nine Pounds two Shillings and three Pence whereupon the Debtor and Creditor said Execution together with my Fees for laying the same and other Charges which necessarily arose about the said amount to the sum of one hundred twenty nine Pounds two Shillings and three Pence and I delivered to the said Ebenezer Emory six in and six out of said Execution of Land with the Barn who took by same in full of the sum in said Execution contained therefore I return this Execution satisfied by this Certificate I Selah Knight Deputy Sheriff.

Recd by the Hands of Selah Knight Deputy Sheriff of the said Ebenezer Emory as above described in full Satisfaction of this Execution against Titus Emory as above mentioned Ebenezer Emory Administrator.

Hampshire ss. Recd July 17 65 and Ent<sup>d</sup> from the Originals & Exam<sup>d</sup>

J<sup>r</sup> W<sup>m</sup> Williams Clero

Hampshire ss. George the Third by the Grace of God of Great Britain  
King of France and Ireland King Defender of the Faith &c. - To the  
Sheriff of our County of Hampshire right Honourable Sheriff or Deputy greeting  
Whereas Ebenezer Emory Gent<sup>l</sup> and Esther Emory Gent<sup>l</sup> his wife both of  
Southampton in our County of Hampshire aforesaid Administrators of the  
Estate of Eliza Emory lately of the ss. Southampton Gent<sup>l</sup> Dec<sup>d</sup> Intestate - by the Consi-  
deration of our Justice of our Inferi<sup>r</sup> Court of Common Pleas holden at Springfield in  
within our County of Hampshire aforesaid on the last Tuesday of August last received  
Judgment against John French of South Hadley in our County of Hampshire Es-  
quire for the sum of twenty eight Pounds eighteen Shillings and seven Pence  
lawfull Money - do and one Pound ten Shillings and five Pence like Money  
Costs of Suit as to us appears of Record whereof Execution remains to be done. We  
command you therefore that the Goods Chattels or Lands of the said John French  
within your Precinct you cause to be paid and satisfied unto the said Administrators  
at the Value thereof in Money the aforesaid sums with one Shilling and four Pence  
more for this Writ and thereof also to satisfy yourself for your own Fees. And for  
Want of Goods Chattels or Lands of the said John French to be by him shewn unto  
you or found within your Precinct to the Acceptance of the said Administrators to  
satisfie the sums aforesaid We command you to take the Body of the said John  
French and him commit unto our Goal in Springfield in our County of Hampshire aforesaid  
and detain in your Custody within our said Goal untill he pay the full sums  
above mentioned with your Fees or that he be discharged by the said Administrators  
in said Capacity the Creditors or otherwise by Order of Law hercof shall not make  
Return of this Writ with your Doings therein into our said Inferi<sup>r</sup> Court of  
Common Pleas to be holden at Southampton within our County of Hampshire  
aforesaid upon the second Tuesday of November next Withes Francis Williams Esq<sup>r</sup> at  
Waltham the Twentieth Day of September in the Third Year of our reign Anno  
Domini 1763 W<sup>m</sup> Williams Clero

Hampshire ss. Feb<sup>y</sup> 11 1765  
Mess<sup>rs</sup> Simon Lawsons and Joseph Symon Jurors in y<sup>e</sup> said County  
made Oath that in appraising the Lands specified and described in y<sup>e</sup> Certificate  
under their Hands and the Hand of M<sup>r</sup> Jonathan White accompanying and



Pomroy  
Adm<sup>r</sup>  
French

annexed to this Execution they acted impartially and indifferently according to their best judgment the Land to satisfy the contents of this Execution and all Fees saving thereon Before Joseph Hawley Just<sup>s</sup> Pace - We the Subscribers being appointed and duly sworn to appraise such Estate as should be shown to us by Ebenezer Pomroy Administrator on the Goods and Estate of Capt<sup>m</sup> Elisha Pomroy Gent<sup>l</sup> Dec<sup>d</sup> as the real Estate of John French of South Hadley in the County of Hampshire in Order to satisfy the Contents of an Execution in Favour of said Pomroy against said French which is hereto annexed have viewed a Piece of Land which was attached by Virtue of the original writ in the said Execution from whence the same proceeded and is bound and described as follows Viz<sup>d</sup> Beginning at the great River at a stake between said Land and Samuel Owen's Land and running South 58 Degrees West 35 Rods & 19 Links thence East 2° North 32 Rods and 21 Links thence North 38° East 35 Rods 19 Links thence East 2° North 59 Rods thence North 2° West one and half Rods thence West 2° South 142 Rods to the first Station we do appraise the same to be worth thirty one Pound eleven Shillings & six Pence and no more and we have set said Land apart for the said Pomroy in full Discharge of said Execution Witness our Hands South Hadley the 15<sup>th</sup> Day of September A.D. 1763 Jonathan White Joseph Lyman Simon Parsons

Hampshire Sept<sup>r</sup> 13<sup>th</sup> 1763  
In Direction of Mr Ebenezer Pomroy as Administrator on ye Estate of Capt<sup>m</sup> Elisha Pomroy Dec<sup>d</sup> in the Execution hereto annexed against John French of South Hadley in the County of Hampshire This Day received the same Execution on a Portion of Land of about 1/2 Acre and half which Piece of Land is particularly described in the Return of the above named Appraisers &c. Simon Parsons chosen by the said Ebenezer Pomroy the said Jonathan White whom the said John French chose and Joseph Lyman who was appointed by me the Subscribers they being indifferent and disinterested Men and Freeholders in said County of Hampshire who were duly sworn as appraisers a Certificate thereof made on said Execution and they having viewed said Premises and appraised the same to be worth thirty one Pound eleven Shillings and six Pence and no more the Debt and Costs of said Execution together with my own Fees for levying the same and other Charges which necessarily arose about the said Affairs amounted to the said Sum of £ 31. 11. 6 - And I delivered to the said Ebenezer Pomroy Seizin and Possession of said Portion of Land who took the same in full Satisfaction of the Sum in said Execution contained therefore Return the same Execution satisfied by this Certificate I John Knight Dep<sup>y</sup> Sheriff Dec<sup>d</sup> by the Hands of John Knight Dep<sup>y</sup> Sheriff Possession and Seizin of the Land as above described in full Satisfaction of the Execution against John French as above mentioned Ebenezer Pomroy Administrator - Hampshire 6<sup>th</sup> Springfield Feb<sup>y</sup> 2<sup>d</sup> 1765 Rec<sup>d</sup> and record<sup>d</sup> in the Records or recording Executions in said County Lib<sup>o</sup> A 61<sup>o</sup> 56<sup>o</sup> 86 and exam<sup>d</sup> by Edward Lydenon Treas<sup>r</sup>

Hampshire 2<sup>d</sup> July 1765 Rec<sup>d</sup> and entered from ye Originals and exam<sup>d</sup>  
W<sup>m</sup> William Olden

Hampshire 10<sup>th</sup> George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting - I do hereby certify Ebenezer Pomroy Gent<sup>l</sup> and Esther Pomroy Gentlewoman both of Southampton in our County of Hampshire Administrators on ye Goods & Estate of Elisha



Perry  
Edm  
17  
Helden

Elisha Perry late of Northampton aforesaid Gent<sup>l</sup> Dec<sup>d</sup> Intestate by the Consideration of our Justices of our Inferiour Court of Common Pleas holden at Springfield for and within our County of Hampshire aforesaid on the last Tuesday of August last recovered Judgment against Ebenezer Helden of Bernardston in our County of Hampshire Gent<sup>l</sup> for the Sum of fourteen Pounds three Shillings and a Penny two Partings lawfull Money Damages and one Pound sixteen Shillings and five Pence more Money Cost of Suit as to us appears of Record whereof Execution remains to be done. We Command you therefore that of the Goods Chattels or Lands of the said Ebenezer Helden within your Precinct you cause to be paid and satisfied unto the said Adam at the Value thereof in Money the aforesaid Sum with one Shilling and four Pence more for this Writ and thereof also to satisfy yourself for your own Fees. And for Want of Goods Chattels or Lands of the said Ebenezer Helden to be by him shown unto you or found within your Precinct to the Acceptance of the said Administrators to satisfy the Sum aforesaid. We Command you to take the Body of the said Ebenezer Helden and him commit unto our Goal the Springfield in our County of Hampshire aforesaid & detain in your Custody within our said Goal untill he pay the full Sum above mentioned with your Fees or that he be discharged by the said Administrators the Creditors or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doing therein in to our said Inferiour Court of Common Pleas to be holden at Northampton within our County of Hampshire aforesaid upon the second Tuesday of November next Witness Isaac Williams Esq<sup>r</sup> at Hatfield the 13<sup>th</sup> Day of September in the Third Year of our Reign Anno Dom<sup>i</sup> 1763.

W<sup>m</sup> Williams Sec<sup>y</sup> — Hampshire<sup>s</sup> September 13<sup>th</sup> 1763 Then Mess<sup>rs</sup> Ebenezer Harvey personally appearing was sworn to make a faithful and impartial Appraisalment of a Tract of Land in Bernardston belonging to Lieut Ebenezer Helden in Order to satisfy an Execution in Favour of Ebenezer Perry and W<sup>m</sup> Perry Administrators on the Goods and Lands of Elisha Perry Dec<sup>d</sup> against said Helden. Before Esq<sup>r</sup> Isaac Williams Just<sup>l</sup> Pac<sup>l</sup>

Hampshire<sup>s</sup> September 14<sup>th</sup> 1763 Then Phineas Lyman made Oath y<sup>t</sup> in appraising such real Estate as should be shown him in Order to satisfy the within Execution he would act faithfully according to his best Skill and Judgement Coam Isaac Williams Just<sup>l</sup> Pac<sup>l</sup>

We the Subscribers being appointed and duly sworn to appraise such Estate as should be shown to us by Ebenezer Perry Administrator on the Estate of Capt<sup>l</sup> Elisha Perry late of Northampton Dec<sup>d</sup> as the real Estate of Ebenezer Helden of Bernardston in the County of Hampshire in Order to satisfy y<sup>e</sup> contents of an Execution in Favour of said Ebenezer Perry against said Helden which is here to annexed have viewed a Piece of Land which was attached by Virtue of the original Writ in said Action from whence the same proceeded and is bounded and described as follows viz Beginning at a Stake and Stones on the East of said Helden's House upon the high Way thence East about two Degrees North Eighteen Rods and seven Feet thence North 18° West thirty two Rods to another Stake and Stones thence West 2° South eighteen Rods and seven Feet thence South 18° Degrees East to the first Station mentioned bounded South on the high Way and on all other Sides by Lands of said Helden's We do appraise the same to be worth nineteen Pounds and six Pence and no more & we have set said Land apart for the said Perry in Discharge of said Execution. Witness our Hands Ebenezer Harvey, Samuel Clark, Phineas Lyman.

Hampshire<sup>s</sup> Sept 14<sup>th</sup> 1763 By Direction of Mess<sup>rs</sup> Lyman who was appointed by the Court to receive the Premises in said Execution here to annexed against Ebenezer Helden of Bernardston in the County of Hampshire Gent<sup>l</sup> This Day levied y<sup>e</sup> same



Particulars  
claim  
17  
Sheldin

same Execution on a Portion of Land of about three Acres and a half and down rods which  
Price of Land is particularly described in the Return of the above <sup>named</sup> all prizors viz  
M<sup>r</sup> Samuel Clark chosen by M<sup>r</sup> Ebenezer Smith the Auctioneer Ebenezer Harvey chosen by  
the said Ebenezer Shelden and Phineas Lyman who was appointed by me the subscriber  
they being indifferent discreet Men and Freeholders in said County of Hampshire who was  
duly sworn as appears by a Certificate thereof made upon said Execution and they having  
viewed said Premises did appraise the same to be worth nineteen Pounds six Pence and  
no more the Debt and Costs of said Execution together with my Fees for levying the same  
and other charges which necessarily arose about the said amount to together sum of £19,00,6  
and delivered to the said Esq<sup>r</sup> Lyman Receiver and Possession of a Portion of Land  
who took the same in full of the sums in said Execution contained therefore Return  
the same Execution satisfied by this Certificate of Oliver Warner Deputy Sher-  
iff by the Hands of Oliver Warner Dep<sup>y</sup> Sheriff Deception and Receiver of the  
Land as above described in full satisfaction of the Execution against Ebenezer Shelden  
as above mentioned Esq<sup>r</sup> Lyman Attorney - Hampshire s<sup>r</sup> Springfield May 5<sup>th</sup>  
1764 Recd and recorded in Lib<sup>o</sup> A for recording Executions in said County  
Page 551 &c and Exam<sup>d</sup> by Edward Lyncheon Reg<sup>r</sup>  
Hampshire s<sup>r</sup> Recd July 1765 and entered from y<sup>e</sup> Originals  
and Exam<sup>d</sup> by W<sup>m</sup> Williams Cler<sup>o</sup>

Commons  
Adm<sup>t</sup>  
17  
Ballard

Hampshire s<sup>r</sup> George the Third by the Grace of God of Great Britain France  
and Ireland King Defender of the Faith &c  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting  
Whereas Ebenezer Penny Gent<sup>le</sup> and Esther Penny Gentlewoman both of North-  
ampton in our County of Hampshire by the Consideration of our Justice of our Superior  
Court common Pleas helden at Winchester for and within our County of Hampshire  
afore said on the last Tuesday of August last recovered Judgment against Joshua Ballard  
late of Hadley in our County of Hampshire Gentleman for the sum of five Pounds one  
Shilling and four Pence lawful Money Damages and one Pound seven Shillings and a  
Penny due Money costs of Suit as appears of the record whereof Execution remains  
to be done We Command you hereon that the goods Chattels or Lands of the said  
Joshua within your Precinct you cause to be paid and satisfied unto the said Ebenezer  
and Esther at the Value thereof in Money the aforesaid sum with three Shillings &  
five Pence more for his Suit &c and a former one and the said sum to satisfy your-  
self for your own fees and for Wages of Goods Chattels or Lands of the said Joshua to  
be shown up to you or found within your Precinct to the Receiptance of y<sup>e</sup> said  
Ebenezer and Esther to satisfy the sum aforesaid We Command you to take y<sup>e</sup> Body of  
the said Joshua and him commit unto our Goal in Springfield in our County of  
Hampshire aforesaid and detain in your custody within our said Goal untill he  
pay the said sum as aforesaid with your fees or that he be discharged by the said Ebe-  
nezer and Esther the Creditors or otherwise by Order of Law hereof fail not and make  
Return of this Writ with your doing therein in to our said Superior Court of Com<sup>on</sup>  
Pleas to be holden at Winchester within our County of Hampshire aforesaid  
upon the second <sup>day</sup> of January next Next to be at Hatfield the 27<sup>th</sup>  
Day of December in the fourth Year of our reign. Inrog Dom 1763  
The Creditors above named have taken the Oath by W<sup>m</sup> Williams Cler<sup>o</sup>  
Law required to entitle them to this Writ  
att<sup>d</sup> W<sup>m</sup> Williams Cler<sup>o</sup>



Emory  
allm  
27  
Ballard

Hampshire for Jan 4<sup>th</sup> 1764 Then Mess<sup>rs</sup> Nath<sup>l</sup> Kellogg John Eastman and Noah Cook made Oath that in appraising such real Estate of Joshua Ballard as should be shown to satisfy the within Execution they would act faithfully and impartially according to their best skill and judgment Coram Eleazer Perry Esq<sup>r</sup> Just<sup>ice</sup>

Hampshire for Jan 4<sup>th</sup> 1764 We the subscribers being appointed and duly sworn to appraise such Estate as should be shown to by M<sup>r</sup> Ebenezer Perry Administrator on the Estate of Capt<sup>t</sup> Elisha Perry late of Northampton Dec<sup>d</sup> as the real Estate of Lieut Joshua Ballard of Hadley in the County of Hampshire in Order to satisfy the Contents of an Execution in Favour of said Perry against said Ballard which is hereto annexed have viewed a Piece of Land on the Mill Plain which was attached by the original Writ in said Action from whence the same proceeded and is bounded and described as follows viz South on Land of Doctor Giles Kellogg North on Land of Joshua Ballard East on a high Way and West on a high Way being twenty five Acres and we do appraise the same to be worth seven Pounds nine shillings and ten Pence and no more and we have set said Land apart for the said Perry in full Discharge of said Execution as Witness our Hands Nath<sup>l</sup> Kellogg Noah Cook John Eastman

Hampshire for Jan 4<sup>th</sup> 1764 by Direction of M<sup>r</sup> Ebenezer Perry as Creditor in the Execution hereto annexed against Joshua Ballard of Hadley in the County of Hampshire 1<sup>st</sup> Jan<sup>y</sup> Day viewed the same Execution on a Portion of Land being twenty five Acres which Piece of Land is particularly described in the Return of the aforesaid Appraisers viz Lieut Nath<sup>l</sup> Kellogg chosen by M<sup>r</sup> Perry the Auditor M<sup>r</sup> Noah Cook chosen by M<sup>r</sup> Joshua Ballard and M<sup>r</sup> John Eastman appointed by me the Subscriber they being indifferent disinterested Men and Freeholders in the County of Hampshire who were duly sworn as appears by a Certificate thereof made upon said Execution and they having viewed said Premises did appraise the same to be worth seven Pounds nine shillings and ten Pence and no more the Debt & Costs of said Execution together with my Fees including the same and other Charges which necessarily arise about the Affair amounts to the sum of seven Pounds nine shillings and ten Pence and I deliver to M<sup>r</sup> Ebenezer Perry his Executor and John Eastman of said Portion of Land who took the same in full of the sum in said Execution contained therefore I return the same Execution satisfied by this Certificate Attest Oliver Warner Deputy Sheriff

Rec<sup>d</sup> by the Hands of Oliver Warner Deputy Sheriff of the County of Hampshire the said Land as above described in full Satisfaction of the Execution against Lieut Joshua Ballard as above mentioned Ebenezer Perry Administrator

Hampshire for Springfield Feb 12<sup>th</sup> 1764 Rec<sup>d</sup> and recorded in

Lib<sup>ry</sup> of recording Executions in said County

Page 349 Exam<sup>d</sup> Edward Lynchen Sec<sup>y</sup>

Hampshire for Rec<sup>d</sup> July 1765 and Entered for y<sup>e</sup> Originals and Exam<sup>d</sup>

W<sup>m</sup> Williams Cler<sup>k</sup>

Hampshire for George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c

(Seal)

To the Sheriff of our County of Hampshire his and his Sheriff or Deputy executing Whereas



Also  
on  
Goddard

Whereas Richard also of Middletown in our County of Hartford and Colony of Connecticut Shopkeeper by the Consideration of our Justices of our Inferiour Court of Common Pleas holden at Springfield for and within our County of Hampshire aforesaid on the last Tuesday of August last recovered Judgment against Israel Goddard of Durham in our County of New Haven and in our Colony of Connecticut Shopkeeper for the Sum of forty two Pounds three shillings and eleven Pence lawfull Money Damages and three Pounds two shillings and four Pence Costs of Suit as to us appears of Record whereof Execution remains to be done. We Command you therefore that of the Goods Chattels or Lands of the said Israel Goddard within your Precinct you cause to be paid and satisfied unto the said Richard also at the Value thereof in Money the aforesaid Sum with one Shilling and four Pence more for this Writ and thereof also to satisfy yourself for your own Fee. And for Want of Goods Chattels or Lands of the said Israel to be by him taken unto you or found within your Precinct to the Acceptance of the said Richard to satisfy the Sum aforesaid. We Command you to take the Body of the said Israel and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal untill he pay the full Sum aforesaid mentioned with your Fees or that he be discharged by the said Richard the Creditor or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doings therein into our said Inferiour Court of Common Pleas to be holden at Northampton within our County of Hampshire aforesaid upon the second Tuesday of November next Witness Israel Williams Esq at Hartford the twenty third Day of September in the fifth Year of our said Kings Dominion 1765 W<sup>m</sup> Williams Cler<sup>t</sup> Hampshire 10 Oct: 1765 Then Stephen Richox of Granville David Parsons of Granville & Thomas Williston of Springfield made Oath that in making an appraisement of such Real Estate as should be taken from by George Hitchcock Deputy Sheriff belonging to: before named Israel Goddard to satisfy the foregoing Execution they would act impartially and justly according to their best Judgment before John Worthington Justice of the Peace

Hampshire 10 Oct: 1765 The undersigned all of us freeholders in said County of Hampshire being duly appointed & sworn to appraise the Real Estate of Israel Goddard of Durham in the County of New Haven and Colony of Connecticut Shopkeeper to satisfy an Execution upon a Judgment recovered against him by Richard also of Middletown in the County of Hartford in said Colony Shopkeeper on the last Tuesday of August last shown us by M<sup>r</sup> Moses Blis Attorney to said Richard appraised a certain Tract of Land containing forty acres lying in Granville in said County of Hampshire being the southwardly Part of the settling Lot originally Samuel Mubers on the right originally Moses Parsons considered as follows Southwardly upon Land now in the Possession of M<sup>r</sup> David Rowe Eastwardly on Land John Cornwall Northwardly on Land of David Parsons being that Part of said settling Lot conveyed by said Mubers to said David Parsons Westwardly on a high Way or Land left for a high Way at twenty five shillings lawfull Money & all amounting in the whole to fifty Pounds like Money in full to satisfy said Execution and all Fees and Charges arising thereon Witness our Hands and Seals this first Day of October 1765 Stephen Richox and Seal David Parsons and Seal Thomas Williston and Seal

Hampshire 10 October 1765 Then by Virtue of the within Writ of Execution by Direction of M<sup>r</sup> Moses Blis Attorney to the Creditor the within named Richard also entered upon and extended the within Execution upon a piece or Tract of Land containing forty acres lying and being in Granville in the County of Hampshire being the southwardly Part of the settling Lot originally or formerly Samuel Mubers in



Also p  
c1  
Goddard

The original Right of Moses Parsons which said Piece or Tract of Land is bounded  
as follows Southwardly on Land of David Rose and now in his Possession Eastwardly on  
Land of John Gouwell Northwardly on Land of David Parsons conveyed to him by  
said. Fisher and Westwardly on a high Way or Lane left for a right Way which said forty  
acres said. Fisher sold to the within named Isaac Goddard which said Piece or Tract of  
Land. Requested to be appraised in due Form of Law by. Messrs. Stephen Nichols &  
David Parsons of said Ipswich and Thomas Williston of Springfield all Three  
noted in said County duly appointed and sworn for that Purpose according to the  
Schedule hereto annexed to satisfy the within sum of the within Execution and my  
Fees and all costs & Charges thereon which said Appraisers have appraised said Land at  
fifty Pounds which is in full of the within Execution and all costs and Charges thereon  
and then delivered him the said. Moses Bliff Attorney to s<sup>r</sup> Richard West quit  
Fiezin and Possession of said Tract of Land in full to satisfy the same which he the  
said. Moses then accepted in full of the within Execution and all charges and Costs arisen  
thereon George Hitchcock Deputy Sheriff Travel 20 Miles -- 5/-  
Collecting 24/- 0/-

Hampshire for Springfield Nov<sup>r</sup> 21 1765

Rec<sup>d</sup> and Registered in Book N<sup>o</sup> A for  
requesting Execution in said County vol<sup>e</sup> 47 18c and Ex<sup>am</sup> of Edward Lyncheon Reg<sup>r</sup>  
Hampshire for Dec<sup>r</sup> 31<sup>st</sup> March 1767 and entered from y<sup>e</sup> Originals and  
Exam<sup>d</sup> W<sup>m</sup> Williams Cler

Northampton  
v1  
Dewey

Hampshire to George the Third by the Grace of God of Great Britain France and Ireland  
King Defender of the Faith &c To either of the Coronets of our  
County of Hampshire or either of their Deputies respectively greeting  
Whereas John Northington of Springfield in our County of Hampshire Esq<sup>r</sup> by the Consideration  
of our Justices of our Inferior Court of Common Pleas holden at Springfield for and within our County  
of Hampshire on the last Tuesday of August last recovered Judgment against. Moses Dewey of  
Hatfield in our said County gentleman and one of the Deputy Sheriffs Under Oliver Dartmug  
Esq<sup>r</sup> Sheriff of said County for the sum of fifty Pounds twelve shillings and four Pence Lawful  
Money Debt and one Pound eleven shillings and two Pence Costs & Suit as to us appears of  
Record whereof Execution remains to be done. We Command you therefore that of the Goods  
Chattels or Lands of the said. Moses within your Precinct you cause to be paid and satisfied unto the  
said John at the Value thereof in Money the aforesaid. Sums with one shilling and ten Pence  
more for this Writ and the Certificate and thereof also to satisfy yourself for your own Fees. And  
for Want of Goods Chattels or Lands of the said. Moses to be by him shewn unto you or found  
within your Precinct to the Acceptance of the said John to satisfy the Sums aforesaid. We  
Command you to take the Body of the said. Moses and him commit unto our Goal in  
Springfield in our County of Hampshire aforesaid and detain in your Custody within  
our said Goal untill he pay the full Sums above mentioned with your Fees or that He  
be discharged by the said John the Creditor or otherwise by Order of Law. Hereof fail not  
and make Return of this Writ with your Doings therein into our said Inferior Court of  
Common Pleas to be holden at Northampton within our County of Hampshire aforesaid upon  
the second Tuesday of November next Witness Israel Williams Esq<sup>r</sup> at Hatfield the twelfth  
Day of October in the fifth Year of our Queen Anne Dom<sup>ni</sup> 1765  
The said. with filed a Certificate of having taken the  
Oath by Law required to entitle him to this Writ

Att<sup>r</sup> W<sup>m</sup> Williams Cler

Hamp<sup>r</sup>



Northampton  
1765  
Dewey

Hampshire 10 October 1765 then: Messrs George Syncher Timothy Bliss & Samuel Noble all Freeholders in said County being chosen and appointed to make an Appraisal of such real Estate as should be given them belonging to the said County of Westfield in said County in order to satisfy an Execution against said. Moses in Favor of John Northington Esq of Springfield appeared before me the Subscriber one of his Majesty's Justices of the Peace for said County and made Oath that in doing the same they would act impartially and indifferently according to their own Skill and Judgment Attest Joseph Hawley

----- Be the Subscribers George Syncher Timothy Bliss and Samuel Noble being chosen Appointed and sworn to make an Appraisal of such real Estate of. Moses -- Dewey of Westfield and should be shown us to satisfy an Execution against said Moses in Favor of John Northington Esq of Springfield having viewed one Piece of Land of Two Acres called Acres Orchard Lying South of the Common Lot in the Township of Capt William Day and adjoining thereto on the North bounding West on the High Way East on the Top of the Hill at the River & so extending so far South as to make the Quantity of two Acres. Also another Piece of a Meadow Lot of about Ten Acres lying in the general Field between the two Rivers and at the Place called the half Way Tree beginning southwardly at the Foot of the great Hill including the Pasture there enclosed and being twelve Rods wide eighty seven Rods Northerly then being six Rods Wide forty Rods further Northerly bounding Westerly on Land of Israel Dewey partly and bounding Easterly partly on Land of John Fingwell and partly on Land of Benjamin Faxon and partly on Land of Joseph Ashley and we appraise the said two Acres of Orchard at eleven Pounds ten Shillings & a half and the said Meadow Lot aforesaid at three Pounds four Shillings & a half. Witness our Hands & Seals Octo- 1. 1765 George Syncher and Timothy Bliss & Samuel Noble and Seal

Hampshire 10 October the first Day 1765 then I received the within Execution on two Tracts of Land in Westfield in said County of Hampshire being parts of the real Estate of the within. Named. Moses Dewey one Tract being two Acres part of the Common Lot the said. Moses lying on the East side of the high Way and is commonly called Acres Orchard bounded Northerly on the Common Lot late of Jonathan Fingers & late of said Westfield lies now in the Township of William Day of said Westfield East on the Top of the Hill by the River West on the Highway and Southerly on the said. Moses Land it extending from said William Day's Common Lot so far South the full Width aforesaid as to make two Acres being Orchard and Meadow Land. Also another Tract of Land being Part of a Meadow Lot of said. Moses of about ten or Eleven Acres which lies in the general Field and between the two Rivers at a Place called the half Way Tree bounding on the great Hill South on the old Road North bounding Westerly partly on Land of Israel Dewey and bounding Easterly partly on Land of John Fingwell and partly on Land of Benjamin Faxon and partly on Land of Joseph Ashley the Part of this Lot taken by this Execution begins at the South end at the great Hill and includes the Pasture enclosed by itself and extends in the seven Rods. Northerly the whole Width of the Lot where it is twelve Rods Wide thence extending further Northerly forty Rods the whole Width where it is six Rods Wide. The said two Acres was appraised at eleven Pounds ten Shillings & a half and the other Piece in said Meadow Lot was appraised at three Pounds four Shillings & a half by George Syncher Timothy Bliss and Samuel Noble Freeholders in said County then George chosen by said Northington and the said Syncher by me and the said Samuel appointed by me in Behalf of said Dewey who was absent and all being first sworn as the Law directs and then delivered Seals in and Possession of the same two Tracts of Land to said Northington & Creditor in full =



full Discharge of the Contents of this Execution and my Fees and the Cost of measuring, appraising &c. which said John then paid amounting in the whole to fifty five Pounds six Shillings and eight Pence and the said John then and here Recd. same in full Satisfaction thereof and so Return this Execution in that Way fully satisfied Benjamin Fay Coroner - I agree to the above John W. Houghton.

Hampshire Co. Springfield. April 21<sup>st</sup> 1766. Recd. and registred in Lib: B

For registering Excom in said County page 1<sup>st</sup> 2<sup>nd</sup> and Examd & Edwd  
Pynchon Regs. Hampshire Co. Recd. March 31<sup>st</sup> 1767 and Entered from  
the Originals and Examd  
P W. Williams Cler

Hampshire Co. George the Third by the Grace of God of Great Britain King and Ireland King Defender of the Faith &c. To the Sheriff of our County of Hampshire  
Sheweth that the Sheriff of Liberty Granting - Whereas John Hancock of Boston in our County of Suffolk Esq. by the Consideration of our Justices of our Inferiour Court of Common Pleas holden at Northampton for and within our County of Hampshire aforesaid by Adjournment on the second Tuesday of February last past recovered Judgment against Nathaniel Phelps of Northampton aforesaid Esq. for the Sum of two Hundred and Eight Pounds Eleven Shillings and six Pence Lawfull Money Damages and four Pounds six Shillings and four Pence like Money Costs of Suit as to us appears of Record whereof Execution remains to be done We Command you therefore that of the Goods Chattels or Lands of the said Nathaniel Phelps within your Quaint you cause to be paid and satisfied unto the said John Hancock Esq. at the Value thereof in Money the aforesaid Sum with one Shilling and ten Pence more for this Writ the Cert. &c. and thereof also to satisfy yourself for your own Fees. And for Want of Goods Chattels or Lands of the said Nathaniel Phelps to be by him shewn unto you or found within your Quaint to the Acceptance of the said John Hancock Esq. to satisfy the Sum aforesaid We Command you to take the Body of the said Nathaniel Phelps and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal untill he pay the full Sum above mentioned with your Fees or that he be discharged by the said John Hancock Esq. the Creditor or otherwise by Order of Law. hereof fail not and make Return of this Writ with your Doings therein in our said Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid on the Third Tuesday of May next ensuing - Witness Israel Williams Esq. at Hatfield the Thirteenth Day of March in the sixth Year of our Reign Anno Domini 1766.

The Creditor above named hath filed Certificate of his having taken 2 W. Williams Cler  
y-Oath by Law required to Entitle him to this Writ attd W. Williams Cler

Hampshire Co. March 14. 1766. Col. Seth Pomeroy. M<sup>r</sup> John Baker and. M<sup>r</sup> Enoch Clark all of Northampton in said County, chosen and appointed by the Sheriff Creditor Attor<sup>y</sup>, Debtor to value and appraise some Real Estate belonging to the within named Nath Phelps to be extended in Satisfaction of the within Execution made Oath that in estimating said real Estate they would act honestly, impartially and indifferently according to their best Skill and Judgment. Jurat<sup>e</sup> Coram Jim<sup>e</sup> Dwight Jun<sup>r</sup> Just<sup>e</sup> Pac<sup>e</sup>

We the Subscribers being appointed and duly sworn to appraise such real Estate as should be shewn to us by Saml<sup>e</sup> Clark of Northampton Esq<sup>r</sup> Attorney to John Hancock Esq<sup>r</sup> of Boston, as the Real Estate of Nathaniel Phelps of Northampton in the County of Hampshire in Order to satisfy the Contents of an Execution in Favour of said Hancock against said Phelps which is hereunto annexed, have viewed a Piece of Land in Phelps's Meadow so called in said Northampton which was attached by Virtue of the Original Writ in said  
action



Hancoch  
or  
Phelps

Action from whence the same proceeded, and is bounded and described as follows, Viz  
Easterly on Martin Phelps. Northerly partly on the Dower of Katharine the Wife of Gideon  
Lynn and partly on Mill River or called running through said. Northerly on and  
Westerly partly on Ebenezer Edwards and partly on Town Land and partly on the Dower of y<sup>e</sup>  
said Katharine. Southerly partly on a Town Road partly on the said Katharine. Contain-  
ing Thirty four Acres and half of Land. We do appraise said Land to be worth one hundred  
and sixty four Pounds and no more, and we set said Land apart for the said John Hancoch  
to discharge in Part of s<sup>d</sup> Execution this fourteenth Day of March Anno Dom 1766 -  
Seth Porrooy John Baker Enoch Clark

Hampshire s<sup>d</sup> March 14<sup>th</sup> 1766 -

By Order of s<sup>d</sup> Samuel Clark of said Northampton Attorney to s<sup>d</sup> John Hancoch who  
in this Execution this Day received the same Execution on a Portion of Land in said North-  
ampton containing thirty four Acres and half in Phelps Meadow, called which Piece of  
Land is particularly described in the Return of the aforementioned Appraisers which is hereto  
annexed Viz by s<sup>d</sup> Seth Porrooy chosen by s<sup>d</sup> Samuel Clark and s<sup>d</sup> Enoch Clark  
chosen by the said Katharine Phelps and s<sup>d</sup> John Baker who appointed they being  
indifferent and discreet Men and Freeholders in said County of Hampshire who were  
duely sworn as appear above written and they having viewed said Premises did ap-  
prize the same to be worth the sum of one hundred and sixty four Pounds lawfull  
Money and I then and there delivered to s<sup>d</sup> Samuel Clark an Attorney to s<sup>d</sup> Hancoch  
his Receipt of said Portion of Land and who took the same for the sum of one  
hundred and sixty four Pounds in Part of his Execution, as far as is satisfied in the sum of one  
hundred and sixty four Pounds -

me. Leah Wright Deputy. her

Hampshire s<sup>d</sup> Springfield May 22<sup>d</sup> 1766 - Received and recorded in Lib<sup>ry</sup> A  
for recording Exce<sup>ptions</sup> for said County Page 466 &c and Exam<sup>d</sup> by Edw<sup>d</sup> Pynchon Reg<sup>is</sup>

Hampshire s<sup>d</sup> Free 29<sup>th</sup> 400<sup>l</sup> 1766 and entered from the  
Originals and Exam<sup>d</sup> - W<sup>m</sup> Williams Cler

Hancoch  
Exec<sup>utions</sup>  
17  
Dnys

Hampshire s<sup>d</sup> George the Third by the Grace of God of Great Britain France &  
Ireland King Defender of the Faith &c

To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting

Whereas John Hancoch Esq and Lydia Hancoch gentlewoman both of Boston in  
our County of Suffolk Executors of the last Will and Testament of Thomas Hancoch  
late of Boston aforesaid Esq Deceased - By the Consideration of our Justices of our In-  
feriour Court of Common Pleas holden at Northampton for and within our County of  
Hampshire aforesaid by Adjournment on the second Tuesday of Feb<sup>r</sup> 4 last past  
recovered Judgment against Nathaniel Phelps of the said Northampton Yeoman for  
the sum of seventy nine Pounds one Shilling and one Penny two farthings lawfull  
Money Damages and four Pounds five Shillings and eight Pence like Money due  
of wit as to us appear of Record whereof Execution remains to be done - We Command  
you therefore that of the Goods Cattle or Lands of the said Nathaniel Phelps within  
your Precinct you cause to be paid and satisfied unto the said Executors at y<sup>e</sup> Value  
thereof in Money the aforesaid sum with one Shilling and four Pence more for this  
Wit=



Canoe  
Execut  
7  
Helps

Writ - and thereof also to satisfy yourself for your own Fees and for Harts of Goods Chattels  
or Lands of the said. Nathaniel Phelps to be by him shown unto you or found within your  
Precinct to the Acceptance of the aforesaid Executors to satisfy the sums aforesaid - We Com-  
mand you to take the Body of the said. Nathaniel and him commit unto our Goal in  
Springfield in our County of Hampshire aforesaid and detain in your Custody within  
our said Goal untill he pay the full Summs abovementioned with your Fees or that he be  
discharged by the aforesaid Executors who are in this Capacity the Creditors or otherwise by  
Order of Law - And of said writ make Return of this Writ with your Doings therein, into  
our said Superior Court of Common Pleas to be holden at Springfield within and for our  
County of Hampshire aforesaid on the third Tuesday of May next - Witness Our Seal  
William Esq at Ratfield the Tenth Day of March in the sixth Year of our Reign Anne  
Domini 1766 W<sup>m</sup> Williams Cler - Hampshire 2<sup>d</sup> March 14. 1766 Edw. 6<sup>th</sup> Comroy  
M<sup>r</sup> John Baker & M<sup>r</sup> Enoch Clark all of Northampton in said County Chosen and ap-  
pointed by the Sheriff, Creditors Attorney & Debtor to View and apprise some Real Estate  
of the within named. Nath<sup>l</sup> Phelps to be taken and extended to satisfy within Execution  
made Oath that in estimating said Real Estate they would act honestly, impartially and  
indifferently according to their best Skill & Judgment Jurat<sup>r</sup> cor Sim<sup>l</sup> Dwight Jun<sup>r</sup> Just<sup>l</sup>  
Pais - We the undersubscribers being appointed and duly sworn to apprise such Real

Estate as should be shown to us by Samuel Clark Attorney to John Hancock Esq of  
Boston as the Real Estate of Nath<sup>l</sup> Phelps of Northampton in the County of Hampshire  
In Order to satisfy the contents of an Execution in Favour of said Hancock against N<sup>th</sup> Phelps  
which is herunto annexed have Viewed a Piece of Land in Pascomuck Meadow so called  
which was attached by Virtue of the original Writ in said Action from whence it came  
proceeded and is bounded and described as follows Viz<sup>t</sup> Southerly on a High Way, East-  
erly on Abijah Writs Land, Northerly on Connecticut River Westerly on Ephraim  
Parsons Land containing three Acres and half of Land - We do apprise said Land to  
be worth Nine ten Pounds five Shillings and no more and we have set said Land  
a part for the said John Hancock, to discharge in Part of said Execution - This 14<sup>th</sup>  
Day of March. 1766 Edw Comroy John Baker Enoch Clark

Hampshire 2<sup>d</sup> March 14<sup>th</sup> 1766 By Virtue of this Execution & by Order of M<sup>r</sup>  
Samuel Clark of said Northampton Gent<sup>l</sup> Atty to M<sup>r</sup> Hancock Creditor This Day  
levied the same Execution on a Portion of Land of about three Acres and an half in Pas-  
comuck Meadow so called which Piece of Land is particularly described in y<sup>e</sup> Return  
of the aforesaid Apprisers viz by Edw 6<sup>th</sup> Comroy chosen by said Hancock's Atty  
and Enoch Clark chosen by said Phelps & John Baker chosen by me they being indifferent  
discreet Men and Freeholders in said County of Hampshire who were duly sworn as  
appears by a Certificate thereof above written and having viewed said Premises did  
apprize the same to be worth the Sum of nineteen Pounds & five Shillings lawfull Money  
which Sum is in Part of this Execution and the Remainder thereof remains wholly unsatisfied  
and I then and there delivered to said Samuel Clark as an Attorney to M<sup>r</sup> Hancock Suzin &  
Possession of said Portion of Land who took the same in Part for the Contents of s<sup>d</sup> Execution  
and therefore I return said Execution in Part satisfied - Done atelah Wright Dep<sup>y</sup> Sheriff  
Hampshire 2<sup>d</sup> Springfield May 22<sup>d</sup> 1766 Recd and recorded in Lib<sup>o</sup> Afore recording

Executions in said County Page 469 &c and Exam<sup>d</sup> Edward Synchon Reg<sup>r</sup>  
Hampshire 2<sup>d</sup> Recd Nov<sup>r</sup> 29<sup>th</sup> 1766 and entered from the Originals and  
Exam<sup>d</sup> W<sup>m</sup> Williams Cler



Hampshire to George the Third by the Grace of God of Great Britain France and  
(Earl) Ireland King Defender the Faith &c

Seymour  
or  
Lewis

To the Sheriff of our County of Hampshire his Under Sheriff or Deputy greeting  
Whereas Thomas Seymour Junr of Hartford in our County of Hartford in our Colony of  
Connecticut Gent. By the Consideration of our Justices of our Superior Court of Common  
Pleas holden at Springfield for and within our County of Hampshire <sup>at Springfield</sup> on the last Tuesday of  
August last recovered Judgment against Hoadiah Lewis of Amherst in our County  
of Hampshire aforesaid Yeoman for the sum of Eighteen Pounds six Shillings & one  
Penny two things lawfull Money Damages and two Pounds two Shillings & two Pence  
Costs of Suit as to us appears of Record whereof Execution remains to be done We Command  
you therefore that of the Goods Chattels or Lands of the said Hoadiah Lewis within your Precinct  
you cause to be paid and satisfied unto the said Thomas Seymour at the Value thereof in  
Money the aforesaid sum with one Shilling and four Pence more for this Writ and thereof  
also to satisfy yourself for your own Fees. And for want of Goods Chattels or Lands of the  
said Hoadiah to be by him given unto you or found within your Precinct to the eldest son  
of the said Thomas to satisfy the sum aforesaid: We command you to take ye Body of the said  
Hoadiah and him commit unto our Goal in Springfield in our County of Hampshire aforesaid  
and detain in your Custody within our said Goal untill he pay ye full sum above-  
mentioned with your Fees or that he be discharged by the said Thomas the Creditor or otherwise  
by Order of Law. Hereof fail not and make Return of this Writ with your Doings therein  
into our said Superior Court of Common Pleas to be holden at Southampton within our  
County of Hampshire aforesaid upon the second Tuesday of November next. Witness  
Israel Williams Esq at Hatfield the Eighteenth Day of September in the sixth Year  
of our said Anno Domini 1766. Wm Williams Cler.

Hampshire 6<sup>th</sup> September 1766. Then personally appeared before me ye Subscriber  
one of his Majesties Justices of the Peace for said County Messrs Peter Smith  
Alexander Smith and Daniel Kellogg all of Amherst in said County & made  
solemn Oath that in appraising such and so of Hoadiah Lewis abovenamed as should  
be shewn them to satisfy the above Execution they would act impartially faithfully &  
indifferently according to their best Skill and Judgment. Before Josiah Chauncy Just. Peace  
Hampshire 6<sup>th</sup> Sept 1766. Then by Virtue of this Writ of Execution by  
Direction of the Creditor within named Attorney Messrs Elihu Springfield in said  
County sent me upon and viewd a certain Tract or Parcel of Land lying and being in Am-  
herst in said County in the third Division of Lands there <sup>and</sup> ~~the~~ East of West River contain-  
ing one two acres and one fourth Part of an Acre the whole of the within named Hoadiah  
Lewis bounded South on a right way or Road called Pelham Road Westward on Land  
this Day by me enclosed and set off to satisfy an Execution in Favour of Aaron  
Harnes of said Amherst against said Hoadiah Lewis at a Place and Stones  
about twenty Rods from said West River on said Road being the South East  
Corner of said Harnes Land and the South West Corner of the Land taken by Virtue  
of his Execution and a Maple Tree being the North West Corner Bounds thereof about  
sixteen Rods from said River on Jonathan Dickinsons <sup>some</sup> Land bounded North on said  
Dickinsons Land East on the Line dividing between Pelham and Amherst being in  
length two hundred and sixty Rods and in breadth twenty six Rods which I have  
caused to be appraised by Messrs Peter Smith Alexander  
Smith and Daniel Kellogg all of and Freeholders in said Amherst and indifferent



Seymour  
21  
Lewis

Persons being duly appointed and sworn for that Purpose who appraised y<sup>e</sup> Tract  
or Parcel of Land abovescribed at the sum of fifteen Pounds sixteen shillings and  
nine Pence half Penny in the whole of which said sum forty six shillings and three Pence  
is for my Fee and for the Costs and Charges of levying this Execution and the residue  
thereof being thirteen Pounds ten shillings & six Pence half Penny is in part satisfaction  
of this Execution - And at the same time I delivered Sizin & Possession of  
the abovesaid Tract or Parcel of Land to said. Honor<sup>ble</sup> Blis Attorney to the said Thomas  
Seymour the Creditor then and there present on his Behalf in part satisfaction of  
this <sup>within</sup> Execution to wit for the said sum of thirteen Pounds ten shillings and six  
Pence half penny which he then & there accepted in part satisfaction thereof  
Honor<sup>ble</sup> Blis Attorney  
Fees 11/3

Solomon Bottwood Dep<sup>y</sup> Sheriff

We the subscribers having been first duly chosen <sup>appointed</sup> and sworn to appraise the  
Lands abovescribed to satisfy this Execution have on the Day abovementioned appri-  
zed the same at the above said sum of fifteen Pounds sixteen shillings & nine Pence  
half penny With our Hands and Seals this 19<sup>th</sup> Day of Sept<sup>r</sup> Anno Dom 1766  
Peter Smith and J<sup>al</sup> Daniel Kellogg & J<sup>al</sup> Alexander Smith and J<sup>al</sup> -  
Free<sup>d</sup> of Sol<sup>o</sup> Bottwood Dep<sup>y</sup> Sheriff Sizin and Possession of the Land  
abovescribed in part satisfaction of the within Excon viz for the sum of thirteen  
Pounds ten shillings and six Pence half penny this 19<sup>th</sup> Day of Sept<sup>r</sup> 1766  
P. Honor<sup>ble</sup> Blis Attorney to the Creditor

Hampshire to Springfield Oct<sup>r</sup> 12<sup>th</sup> 1766

Free<sup>d</sup> and entered with the Records for registering Excons in said County  
Lib<sup>er</sup>. 1 fol<sup>o</sup> 477 &c and Exam<sup>d</sup> - P Edward Lyncheon Reg<sup>r</sup>  
Hampshire to Free<sup>d</sup>. March 31<sup>st</sup> 1767 and entered from y<sup>e</sup> Originals &  
Exam<sup>d</sup>  
P W. Williams Cler

Vanner  
21  
Lewis

Hampshire to George the third by the Grace of God of Great Britain  
(Seal) France and Ireland King Defender of the Faith &c  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting  
Whereas Aaron Warner of Amherst in our County of Hampshire Yeoman - By  
the Consideration of our Justices of our Inferiour Court of Common Pleas holden at  
Springfield for and within our County of Hampshire aforesaid on the last Tuesday of  
August last recovered Judgment against Noadiah Lewis of Amherst aforesaid Yeoman  
for the sum of Five Pounds sixteen shillings and seven Pence one farthing lawfull Money  
Damages and one Pound nineteen shillings and two Pence Costs of suit as to us appears  
of Record wherof Execution remains to be done: We Command you therefore that of  
the Goods Chattels or Lands of the said Noadiah Lewis within your Precinct you cause  
to be paid and satisfied unto the said Aaron Warner at the Value thereof in Money, the  
aforesaid sum, with one shilling and ten Pence more for this to wit the Oath &c and  
thereof also to satisfy yourself for your own Fees. And for Want of Goods Chattels or  
Lands of the said Noadiah to be by him sworn unto you or yours within your Pre-  
cinct to the Acceptance of the said Aaron to satisfy the sum aforesaid: We Command  
you to take the Body of the said Noadiah and him commit unto our Goal in Spring-  
field in our County of Hampshire aforesaid and detain in your Custody within our said  
Goal untill he pay the full sum abovementioned with your Fees or that he be dis-  
charged by the said Aaron the Creditor or otherwise by Order of Law. Hereof fail  
not and make Return of this Writ with your Doings therein into our said  
Inferiour Court of Common Pleas to be holden at Northampton within our County  
of -



of Hampshire aforesaid upon the second Tuesday of November next. Witness Israel  
Williams Esq at Ratfield the twelfth Day of September in the sixth Year of our reign Anno-  
que Domini 1766 W<sup>m</sup> Williams Cler - The Creditor hath taken the Oath by Law  
Warner required to intitle him to this Writ - att W<sup>m</sup> Williams Cler  
Lewis

Hampshire 6 September 19<sup>th</sup> 1766 Then personally appeared before me Josiah  
Chauncy Esq Mess<sup>rs</sup> Daniel Kellogg Alexander Smith & Abner Lee and were sworn to y<sup>e</sup>  
faithfull & impartial Apprizement of such Lands as should be shewed them of the above named  
Rodiah Lewis to satisfy this Execution - - - Before Josiah Chauncy Just Peace  
Hampshire 6 September 19<sup>th</sup> 1766 Then by Order of the within named Creditor I - -

levied this Execution on a certain Piece of Land in Amherst in y<sup>e</sup> County  
of Hampshire and in the third Division of Land there said Land being first ap-  
prized by Abner Lee of said Amherst Yeoman chosen by the Creditor and Alexander  
Smith of said Amherst Yeoman chosen by the Debtor and Daniel Kellogg of said Amherst  
Yeoman chosen by myself all said Apprizers being indifferent Persons & all freeholders  
in said County who being duly elected and sworn for said Purpose before Josiah Chauncy Esq  
one of his Majesties Justices of the Peace for said County apprized the same Land seized &  
and taken by this Execution and containing the Quantity of two Acres & an half and  
twenty six Rods at nine Pound and two Shillings in the whole said Piece of Land is  
bounded West on the Stream called Fort River South on Land of Jonathan Dickinson  
and running from said Fort River East by the Line of said Dickinsons Land sixteen  
Rods and twelve Feet to a Maple Tree thence running South ten Degrees West to  
a Stake and Stones standing in the South side of anham Road thence West in the  
Line of said Pelham Road to said Fort River - And Then gave Possession & Seizin of  
the abovescribed Land to Aaron Warner the Creditor who accepted the same in  
full Satisfaction of this Execution and the Costs and Charges of levying the same -  
Solomon Bottwood Deputy Sheriff - - -

We the abovenamed Apprizers after being duly elected & sworn as abovesd  
for the Apprizement of the abovescribed Land have apprized the same at the abovesaid  
sum of nine Pound two Shillings on the Day abovescribed to satisfy this Execution  
In Witness whereof we set to our Hands and Seals this nineteenth Day of September  
Anno Dom 1766 Abner Lee and Seal Daniel Kellogg & Seal Alexander Smith & Seal  
Hampshire 6 Springfield September 24<sup>th</sup> 1766 Recd in Lib<sup>ry</sup> By for registering  
Executions in said County page 5 & 6 and Exam<sup>d</sup> Edward Pynchon Reg<sup>r</sup>

Hampshire is Rec<sup>d</sup> March 31<sup>st</sup> 1767 and entered from y<sup>e</sup> Originals  
and Exam<sup>d</sup> W<sup>m</sup> Williams Cler

Hampshire 6 George the Third by the Grace of God of Great Britain  
Seal For ever his Majesty King David of the Faith &c -  
To the Sheriff of our County of Northampton his Under Sheriffs or Deputy greeting  
Whereas Jonathan Norton of Ratfield in our County of Hampshire Gentleman by  
the consideration of our Justice of our Inferiour Court of common Pleas holden at  
Northampton



lorton  
or  
Smith

Forthampton for and within our County of Hampshire aforesaid on the second Tuesday of 4002  
Instant - recovered Judgment against Ephraim Smith of Wiltshire in our County of Worcester Gent<sup>le</sup>  
for the sum of twenty nine Pounds eight Shillings and six Pence Lawfull Money Debt and one  
Pound twelve Shillings and two Pence Costs of Suit as to us appears of Record whereof Execution  
remains to be done. We Command you therefore that of the Goods Chattle or Lands of the said  
Ephraim Smith within your Precinct you cause to be paid and satisfied unto the said  
Jonathan Morton of the Value thereof in Money the aforesaid sum with one Shilling and  
ten Pence for this Writ the Oath &c and the cost also to satisfy yourself for your own Fees -  
And for Want of Goods Chattle or Lands of the said Ephraim to be by him shown unto you  
or found within your Precinct to the Acceptance of the said Jonathan to satisfy the sum  
aforesaid. We Command you to take the Body of the said Ephraim and him commit unto  
our Goal in Worcester in our County of Worcestershire aforesaid and detain in your Custody  
within our said Goal untill he pay the full sum above mentioned with your Fees or that  
he be discharged by the said Jonathan the Creditor or otherwise by Order of Law. Hereof  
fail not and make Return of this Writ with your Doings thereon into our said Superior  
Court of Common Pleas to be holden at Forthampton within our County of Hampshire  
aforesaid upon the second Tuesday of February next Witness Israel Williams Esq<sup>r</sup>  
at Telfield the 24<sup>th</sup> Day of November in the seventh Year of our Reign. Inroque  
Dom 1766 - W<sup>m</sup> Williams Cur

The doct<sup>r</sup> hath filed Certificate of his having taken the Oath by Law  
required to entitle him to take out this Exec<sup>n</sup> Attest W<sup>m</sup> Williams Cur

Worcester 2<sup>d</sup> December the 1766 Then. Me<sup>rs</sup> David Sandewon. Nathaniel  
Graves and Thomas Rogers all of them appeared before me and made  
Oath that in the appraising the Estate of the within named Ephraim Smith Debtor  
shown by the Creditor or his Attorney that they would act therein impartially without  
Fear or Favour according to their best Skill and Judgment. Joshua Willard Just Peace  
Worcester 2<sup>d</sup> December 1766 at the Direction of the Creditor's Attorney I have  
levied this Execution on a certain Piece of Land lying and being in that in said  
County containing fourteen Acres and ten Rods shown me by the Creditor's Attorney  
to be the Estate of the within named Ephraim Smith said Land is bounded and bounded as  
follows (Viz) beginning at the South Easterly Corner of Lot 4<sup>th</sup> Three and runs Northerly  
thirty Rods to a heap of Stones in Lot 4<sup>th</sup> Four thence running Westerly seventy five  
Rods then running Southerly thirty Rods to the Southerly Line of said Lot 4<sup>th</sup> Three  
then upon the line to the first mentioned Corner bounds Easterly on a high Bay  
Northerly and Westerly on said Smith's Land Southerly on a Land belonging to the heirs  
of Ebenezer Goddard said Land lying upon and till known by the name West  
Pequage Hill: I have caused said Land to be set off as above described and appraised by  
three indifferent discreet Men Freeholders of said County (Viz) Nathaniel Graves  
chosen by the Creditor's Attorney the Debtor was not to be found within my Precinct -  
Me<sup>rs</sup> David Sandewon and Thomas Rogers was appointed by myself the Officer  
who upon their Oaths appraised the above described Land to be worth thirty six Pounds  
five Shillings and three Pence and no more for satisfying this Execution and Costs  
of levying and have delivered Possession of said Land to the Creditor's Attorney  
Beniah Ward Dep<sup>y</sup> Sheriff

Worcester 2<sup>d</sup> December 1766 We the subscribers being appointed to appraise  
such Estate as should be shown to satisfy this Execution and costs of levying We do upon  
our Oaths appraise the above described Land to be worth thirty six Pounds five Shillings  
and three Pence and no more - -  
David Sandewon J. Apprizer  
Thomas Rogers  
Nathaniel Graves -



Worcester 6<sup>th</sup> October 1766 Rec<sup>d</sup>. To be signed of the above described Land in full for  
the within Execution & Court lying - To me Elijah. Boston an Att<sup>y</sup> for J<sup>r</sup>. Weston  
Worcester Jan<sup>y</sup> 8<sup>th</sup> 1767 Rec<sup>d</sup> and recorded with the Recorder's Deeds for said County --  
Lib<sup>o</sup> 57 Page 47 & 48

Hampshire 6 Rec<sup>d</sup> 25<sup>th</sup> May 1767 - and Edited from the Originals, and Exam<sup>d</sup> -

J<sup>r</sup> W<sup>m</sup> Williams Cler

Ben<sup>a</sup> Day for Joseph Leonard  
Hampshire to George the Third by the Grace of God of Great Britain  
King and Ireland King Defender of the Faith &c -  
To the Sheriff of our County of Hampshire his Under-Sheriff or Deputy Greeting -  
Whereas Benjamin Day of Springfield in our County of Hampshire Esquire  
By the Consideration of our Justice of our Inferiour Court of Common pleas  
holden at Springfield for and within our County of Hampshire aforesaid on  
the last Tuesday of August last rendered Judgment against Joseph Leonard  
of Springfield aforesaid yeoman for the Sum of ten pounds one Shilling and  
two farthings lawful money damages and one pound seventeen Shillings &  
ten pence Costs of Suit as thus appears of Record whereof Execution remains to  
be done: We Command you therefore that of the goods Chattels or Lands of y<sup>e</sup>  
said Joseph Leonard within your precinct you cause to be paid & satisfied  
unto the said Benjamin Day at the Value thereof in money the aforesaid Sum  
with one Shilling and ten pence more for this Writ with &c. and thereof also to satis-  
fy yourself for your own fees and for want of goods Chattels or Lands of the said  
Joseph to by him shewn unto you or found within your precinct to the acceptance  
of the said Benjamin to satisfy the Sum aforesaid We Command you to take  
the body of the said Joseph and him commit unto our Goal in Springfield in  
our County of Hampshire aforesaid and detain in your custody within our said  
Goal until he pay the full Sum above mentioned with your fees or that he be  
discharged by the said Benjamin the Creditor or otherwise by order of Law. hereof  
fail not and make Return of this Writ with your doings therein into our Inferiour  
Court of Common pleas to be holden at Northampton within ~~and~~ our County of  
Hampshire aforesaid upon the Second Tuesday of November next - Witness  
Israel Williams Esq<sup>r</sup> at Hatfield the 19<sup>th</sup> day of September in the sixth year of  
our Reign Anneque Domini 1766. W<sup>m</sup> Williams Cler. The Creditor hath  
taken the oath by Law required to entitle him to this Writ att<sup>y</sup> W<sup>m</sup> Williams  
Cler - Hampshire to Sept. 30<sup>th</sup> 1766. Then Benjamin Leonard Jun<sup>r</sup>. Abel Cooley  
and Samuel Palmer all of Springfield in the County of Hampshire yeomen and  
Freeholders there personally appeared and made oath that they would faithfully  
& impartially appraise such real estate of the within named Joseph Leonard as  
should be shewn to them to satisfy this Execution and all fees for J<sup>r</sup>. Josiah Dwight  
Just. Pac<sup>o</sup> Hampshire to Sept. 30<sup>th</sup> 1766. We the subscribers after being sworn as  
aforesaid and having viewed and considered the Value of a ~~tract~~ tract of Land in Springfield  
aforesaid containing five acres and an half being part of the said Joseph Leonard's  
house lot and is bounded as follows viz lying both Sides of the Little brook under the  
Great hill and beginning at the southwest end of a tract of Land set out to Sarah  
Leonard as her Dower it extends Southwestward from the fence forty four rods and  
from the fence on the northwest Side of the Swarrip it extends Southeastward towards y<sup>e</sup>  
Great hill twenty rods being throughout forty four rods in length and twenty rods in  
breadth shewn by the said Benjamin Day to satisfy this Execution and all fees, do



do upon our oath say that the same Tract of Land is in our Judgment  
worth thirteen pounds twelve shillings and six pence half penny lawful money Abel  
Cooley, Samuel Palmer, Benjamin Leonard Junr. — Hampshire Sept. 30<sup>th</sup> 1766 } Day  
The above-named Benjamin Day thinking fit to levy on the real Estate of the aforementioned } Leonard  
Joseph Leonard to satisfy this Execution and the Judgment therein mentioned and all fees  
on this 30<sup>th</sup> day of September instant caused Benjamin Leonard Junr. yeoman Abel  
Cooley yeoman and Samuel Palmer yeoman all of Springfield aforesaid freeholders  
in the said County of Hampshire and indifferent and discreet men to be sworn before  
Joseph Dwight Esq. a Justice of the peace in and for the same County faithfully and  
impartially to appraise such real Estate of the aforementioned Joseph Leonard as should  
be shewn them to satisfy this Execution and all fees the said Benjamin Leonard Junr.  
being chosen by the said Benjamin Day and the said Samuel Palmer being chosen  
by the said Joseph Leonard and the said Abel Cooley being appointed by one for the  
purpose aforesaid and the aforesaid Tract of Land in Springfield aforesaid containing  
six Acres and an half being shewn by the said Benjamin Day as the said Joseph  
Leonard's Estate the said Benjamin Leonard Junr. Samuel Palmer and Abel Cooley  
appraised the same upon their oath at thirteen pounds twelve shillings and six  
pence  $\frac{1}{2}$  lawful money and set out the same by the oaths and bounds aforesaid to  
satisfy this Execution and all fees as by their return above also appears and on  
this same thirtieth day of Sept. 1766 levied this Execution on the five Acres and  
an half of Land aforesaid and delivered the said Benjamin Day Lysin and  
Possession thereof to satisfy this Execution and all fees in the whole amounting to—  
Moses Miller Dep. Sher. — Hampshire p. Springfield Jan. 3<sup>d</sup> 1767 Received  
and Registered in Lib. A. for registering Executions in said County page 483 & it  
examined & Edw. Dymon Register — Hampshire p. recd. 31<sup>st</sup> <sup>March</sup> 1767 & entered from  
the originals and warranted — W. Williams Cler —  
N.B. by mistake this was not after great mending &c.

Hampshire p. George the Third by the Grace of God of Great Britain France & Ireland } Worthington  
King Defender of the Faith &c. } Esq. or  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting } Mr. Lean  
Whereas John Worthington of Springfield in our County of Hampshire Esquire by  
the consideration of our Justice of our Inferiour Court of Common pleas holden at  
Northampton for and within and our County of Hampshire aforesaid by adjournment  
on the second Tuesday of February last recovered Judgment against Alexander Mr. Lean  
late of the City and County of New York in our Colony of New York in America Merchant  
for the Sum of thirteen pounds two shillings and seven pence lawful money damages  
and two pounds nine shillings and six pence Costs of Suit as to us appears of record  
whereof Execution remains to be done: We Command you therefore that of the goods  
Chattels or Lands of the said Alexander Mr. Lean within your precinct you cause to  
be paid and Satisfied unto the said John Worthington Esq. at the Value thereof in  
money the aforesaid Sum with one Shilling and ten pence more for this Writ the oaths  
and thereof also to satisfy yourself for your own fees: And for want of Goods Chattels  
or Lands of the said Alexander to be by him shewn unto you or found within your  
Precinct to the acceptance of the said John to satisfy the Sum aforesaid we Command  
you to take the body of the said Alexander and him commit unto our Goal in  
Springfield in our County of Hampshire aforesaid & detain in your Custody within  
our said Goal untill he pay the full Sum above-mentioned with your fees or that he  
be discharged by the said John the Creditor or otherwise by order of Law. Hereof fail not  
and make return of this Writ with your doings therein into our said Inferiour Court of  
Common



Worthington  
Common pleas to be holden at Springfield within our County of Hampshire  
1766. W<sup>m</sup> Williams Cler. — The creditor hath taken the Oath by Law required  
to intitle him to this Writ. Attest: W<sup>m</sup> Williams Cler —

Hampshire sp. Aug<sup>16</sup><sup>th</sup> 1766 Then Mess<sup>rs</sup> Benj<sup>y</sup> Day Timothy Bliss &  
Thomas Stebbins all of Springfield in the said County & Freeholders there being  
chosen and appointed to make an Appraisement of such real Estate belonging to  
said Alexander as should be shewn him by the Creditor within named or the Sheriff  
made Oath that in appraising the same they would act impartially & indiffer-  
ently according to their best Skill and Judgment, before Josiah Dwight Just. pacis.

Hampshire sp. August the 16<sup>th</sup> 1766. The Creditor within named agreeing &  
thinking fit to take of the real estate of the within named Alexander McLean  
to satisfy this Execution & I have accordingly this day, for want of Money or any  
personal Estate, delivered to him Seisin and Possession of the Land hereafter  
mentioned being part of that part of Timothy Burbank's Land in s<sup>d</sup> Spring-  
field in the outward Commons on the West Side of Connecticut River in said  
Springfield which was some time since taken by said Alexander to satisfy  
his Execution against said Timothy and which part now taken & delivered  
to said Worthington begins in the west Line of the said Alexander's Land afores<sup>d</sup>.  
Twenty five rods north of the Southwest Corner of said Tract (which Corner is a  
Walnut Tree on the rip of the land west of the Sprang of the brook there) thence  
extending east eleven degrees South forty eight rods, then north parallel with s<sup>d</sup> west  
Line of said Alexander's tract aforesaid forty four rods thence west eleven degrees  
north forty eight rods to the west Line of said Alexander's Land afores<sup>d</sup>. thence  
South in the line of the same tract forty four rods to the first Station being  
thirteen Acres which I caused to be appraised by Mess<sup>rs</sup> Benj<sup>y</sup> Day chosen  
by me & Mr. Timothy Bliss chosen by said Creditor and Mr. Thomas Stebbins  
whom I appointed on behalf of the said Alexander who was absent all freeholders  
in said County and being first duly sworn appraised the same at seventeen  
pounds six shillings and seven pence being the full of the debt and cost within  
mentioned & my fees and Charge and cost of Appraising & giving possession &  
which were all paid by the Creditor and he then received the Land aforesaid in  
full Satisfaction of this Execution and all cost thereon & I accordingly by  
Return the same fully satisfied. J<sup>y</sup> W<sup>m</sup> Pynchon Just. Dep<sup>t</sup>. Sher —  
I agree to the above, J<sup>y</sup> Worthington the Cred<sup>r</sup>. — We the Subscribers being  
Freeholders in the County of Hampshire being chosen and appointed to  
make an Appraisement of such real Estate as should <sup>be shown</sup> us, by W<sup>m</sup> Pynchon  
Dep<sup>t</sup>. Sheriff in order to satisfy an Execution in favour of John Worthington  
Esq of Springfield in said County against Alexander McLean of New York  
merchant and having view a Tract of Land in the Outward Commons on  
the West Side of Connecticut River in said Springfield being part of a farm  
of Land there that lately belonged to Timothy Burbanks of s<sup>d</sup> Springfield and  
is part of the Land that was taken heretofore by said Alexander to satisfy  
an Execution in his favour against said Timothy and begins in the west  
Line of said Tract twenty five rods north of the Southwest Corner of the said  
Tract (which Corner is a Walnut Tree on the Rip of the Land at the west Side  
of the sprang of the brook there) thence running East Eleven degrees South forty eight  
Rods thence north by the Needle a Line parallel with the said West Line of said  
Tract



From forty four rods thence west eleven degrees north forty eight rods to the west line of said Tract thence in the West Line of said Tract to the first Station containing thirteen acres which Land We appraise at the Sum of Seventeen pounds six Shillings and Seven pence Witness our hands this 16<sup>th</sup> day of August Anno Domini 1766. Benj<sup>d</sup> Day, Timothy Bliss, Thomas Stebbins —

Hampshire p. Springfield August 16<sup>th</sup> 1766. Received & recorded in Lib<sup>o</sup> A. fol<sup>o</sup> 462 for recording Executions in said County of Edw<sup>d</sup> Pynchon Reg<sup>d</sup> — Rec. March 31<sup>st</sup> (I think) 1767. and entered from the originals — the 25<sup>th</sup> of August 1767 by desire of J<sup>es</sup> C<sup>ler</sup> & Exam<sup>d</sup> by W<sup>m</sup> Williams Cler

Hampshire p. George the Third by the Grace of God of Great Britain France <sup>Margaret</sup> and Ireland King Defender of the faith &c — Ashley  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting Ezra Clap  
Whereas Margaret Ashley of Westfield in our County of Hampshire Gentlewoman by the Consideration of our Justices of our Inferiour Court of Common pleas holden at Springfield for and within our County of Hampshire aforesaid on the Last Tuesday of August last recovered Judgment against Ezra Clap of Westfield aforesaid Gentleman for the Sum of three hundred eighty nine pounds ten Shillings and five pence lawful money damages and one pound fourteen Shillings & six pence Costs of Suit as to Us appears of Record whereof Execution remains to be Done. We Command You therefore that of the Goods Chattels or Lands of the said Ezra Clap <sup>within your precinct</sup> you cause to be paid and satisfied unto the said Margaret Ashley at the Value thereof in money the aforesaid Sum with one Shilling and ten pence more for this Writ the Bath &c and thereof also to satisfy yourself for your own fees; and for Want of Goods Chattels or Lands of the said Ezra to be by him shewn unto you or found within your precinct to the Acceptance of the said Margaret to satisfy the Sum aforesaid We Command You to take the body of the said Ezra and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal until he pay the full sum above mentioned with your fees or that he be discharged by the said Margaret the Creditor or otherwise by order of Law. hereof fail not, and make Return of this Writ with your doing therein into our said Inferiour Court of Common pleas to be holden at Northampton within our County of Hampshire aforesaid upon the Second Tuesday of November next. Witness Israel Williams Esq<sup>r</sup> at Hatfield the 17<sup>th</sup> day of September in the sixth year of our reign Annoque Domini 1766. W<sup>m</sup> Williams Cler. — The Creditor hath filed Certificate of her having taken the oath by Law required to intitile her to this Writ & Attest. W<sup>m</sup> Williams Cler. — We the Subscribers being appointed and duly sworn to appraise such ~~real~~ estate as should be shewn to us by Margaret Ashley of Westfield in the County of Hampshire Gentlewoman as the real Estate of Ezra Clap of Westfield aforesaid Gent<sup>l</sup> in order to satisfy the Contents of an Execution in favour of said Margaret against the said Ezra which is hereto annexed have viewed a piece of Land which was attached by Virtue of the original Writ in said Action from whence the same proceeded and is bounded and described as follows viz a certain tract or parcel of Land situate and being in said Westfield containing Twenty six Acres with a dwelling house and Shop thereon and having carefully viewed and considered the Value thereof do judge and determine the same to be worth the Sum of three hundred and ninety one pounds six Shillings and nine pence lawful money said Land being part of said Ezra Clap's two hornelots where he now dwells viz the whole of Dewey's & so much out of the Mosely lot as born ake up the Complement above



Ashley } very the house and Shop that belonged to Martin Dewey deceased and we have  
or } built and bounded the same in this manner beginning at a Stake in the High  
Clap } Way something north of Captain Clap's dwelling House and measured north twenty  
three degrees east twenty nine rods thence run west twenty three degrees north by the said  
Land ninety five rods thence west forty degrees South eleven rods thence South thirty  
six degrees east on an old drain eight rods thence South twenty degrees east eight rods  
on said Drain thence South twenty six degrees west twenty one rods thence east twenty  
two degrees South fifty two rods to a Stake thence South twenty six degrees west  
fifty rods <sup>to the High Way</sup> to a Stake thence east nine degrees South by the High Way twenty eight  
rods thence north twenty six degrees East twenty three rods to a Stake thence East  
thirty degrees South ten rods to the High Way and first mentioned bounds and we  
do appraise the same to be worth the sum of three hundred and ninety one  
pounds six shillings and nine pence and we have set said Lands with y<sup>e</sup> buildings  
thereon apart for the said Margaret in full satisfaction and discharge of the  
Contents of said Execution Witness our hands at Westfield this twentieth day of  
September A.D. 1766. Matthew Noble, Benj<sup>d</sup> Day, William Sacket

Hampshire p. 20<sup>th</sup> Sept. A.D. 1766 By direction of M<sup>rs</sup> Margaret Ashley named  
as Creditor in the Execution hereto annexed against Ezra Clap of Westfield in said  
County Gentleman I this day levied the same Execution on a portion of Land in  
Westfield containing twenty five acres with a dwelling house and Shop thereon &  
the Appurtenances thereto belonging which piece of Land is particularly described in  
the Return of the aforementioned Appraisers viz by Benjamin Day of Springfield  
Gent<sup>l</sup> chosen by the said Margaret Ashley and Matthew <sup>Noble</sup> of Westfield Gent<sup>l</sup> chosen by  
the said Ezra Clap and William Sacket of Westfield yeoman appointed by myself  
they being indifferent discreet men and freeholders in said County of Hampshire  
who were duly sworn as appears by a Certificate thereof made and annexed to  
the said Execution and they having carefully viewed said Premises did appraise the  
same to be worth the sum of three hundred and ninety one pounds six Shillings &  
nine pence lawful money being the Contents of said Execution and I delivered  
Seizin and Possession of said portion of Land with the house and Shop thereon and  
Appurtenances thereof to the said Margaret Ashley, having first rec<sup>d</sup> of the said  
Ezra Clap the full of my own fees with the whole charges that arose about levying  
the same Execution, who took the same in full of the sum contained in s<sup>d</sup> Exec<sup>n</sup>  
therefore I return the same Execution satisfied by this Certificate & Pinchas  
Pratt Dep<sup>y</sup> Sheriff - Hampshire p. Sept. 19<sup>th</sup> 1766. Then Mess<sup>rs</sup> Matthew Noble  
of Westfield and Benjamin Day of Springfield & William Sacket of Westfield  
personally appeared who were chosen by Margaret Ashley Pl<sup>t</sup> and Ezra Clap  
def<sup>t</sup> and Pinchas Pratt Dep<sup>t</sup> Sheriff for to prize and set out so much of y<sup>e</sup> Land  
belonging to Ezra Clap as to satisfy a Judgment of Court in favour of s<sup>d</sup> said  
Margaret Ashley and gave oath that in the performance of s<sup>d</sup> business - they  
would it truly impartially & justly according to the best of their Judgment and  
Skill. Coram Eldad Taylor Just<sup>l</sup> Pac<sup>l</sup> - Res<sup>d</sup> the second Tuesday of Nov<sup>r</sup>  
1766 & entered from the originals the 25<sup>th</sup> day of August 1767 at y<sup>e</sup> desire of Att<sup>y</sup>  
for the s<sup>d</sup> Margaret and learned by W<sup>m</sup> Williams Cler<sup>k</sup> -

Holland } Hampshire p. George the Third by the Grace of God of Great Britain France and  
or } Ireland King Defender of the Faith &c  
Abraham } To the Sheriff of our County of Berkshire his Under Sheriff or Deputy Greeting  
Florida's } Whereas Henry Holland of New York in the County and Province of New York  
Exec<sup>n</sup> } Merchant by the Consideration of our Justices of our Inferiour Court of Common  
pleas holden at Springfield for and within our County of Hampshire afores<sup>d</sup> on the Third  
Tuesday.



Tuesday of May current recovered Judgment against Sonnetje Tonda <sup>Superior in the</sup> Hollander of Claverack in the County of Albany and Province of New York aforesaid Peter Tonda of the same County of Albany german Lawrence Tonda of Claverack aforesaid german Stephen Vanduyck of Lunenburg aforesaid Esq. And Abraham Gates Junr. of Albany in y<sup>e</sup> aforesaid County of Albany Esq. Executors of the last Will and Testament of Abraham Tonda late of Claverack Merchant deceased for the sum of eight hundred and forty one pounds fifteen shillings lawful money Debt and three pounds eighteen shillings and four pence Cost of Suit, As to Us appears of Record whereof Execution remains to be done. We Command you therefore that of the Goods Chattels or Lands of the said Abraham Tonda in the hands of the before named Executors within your precinct you cause to be paid and satisfied unto the said Henry Holland at the Value thereof in money the aforesaid sum with one shilling and four pence more for this Writ and thereof also to satisfy yourself for your own fees. Hereof fail not, and make return of this Writ with your doings therein into our said Inferiour Court of Common pleas to be holden at Springfield within our County of Hampshire aforesaid upon the last Tuesday of August next. Witness Isaac Williams Esq. at Hatfield the 26<sup>th</sup> day of May in the Seventh year of our reign Annoque Domini 1767. W<sup>m</sup> Williams Cler. - Berkshire p. Sheffield July 7<sup>th</sup> 1767. Timothy Woodbridge Esq. Messrs Joseph Woodbridge and Silas Kellogg made Solemn oath that in appraising such real Estate as should be shewn them for satisfying this Execution they would act faithfully and impartially according to the best of their Skill and Judgment. (Seam Mark Hopkins Just. Pac. Berkshire p. July 7<sup>th</sup> 1767 In obedience to this Execution and by the order and direction of the within named Creditor I levied this Writ on several pieces of Land hereafter described and I caused Timothy Woodbridge Esq. chosen by y<sup>e</sup> Cred<sup>r</sup>. Joseph Woodbridge chosen by Peter Tonda within mentioned and Silas Kellogg appointed by myself being three indifferent and discreet men and freeholders in said County, to be sworn before Mark Hopkins Esq. one of his Majesty's Justices of the peace for the said County, agreeable to the Certificate hereon before made, Which same three men appraised the several Tracts of Land hereafter described at the several prices hereafter named, viz one Tract lying on the east Side of the river called Housatonic river in Sheffield in the County aforesaid being that which Abraham Tonda dec<sup>d</sup>. purchased of John - Huggins deceased and David Ingersoll containing in the whole one hundred & twenty four Acres, it lies in three pieces viz one piece of unimproved meadow Land of forty five Acres bounding westerly on Aaron Root's Land Northerly on Roswell Downing's Land and on all other sides on the aforesaid River, One other piece bounding northerly on the Division Line or said Roswell's land westerly on said River southerly on Land of said Downing and easterly on the High Way containing about thirty nine Acres And the third piece lies on the east side of said High Way opposite to the piece last mentioned bounds westerly on said High Way and contains forty Acres. The more particular bounds of which same pieces of Land may be seen in the proprietors records of Sheffield and said Abraham Tonda's deeds of the same reference thereto being had Which pieces of Land the said three men chosen and sworn as aforesaid appraised at the sum of four hundred and twenty two pounds towards satisfying this Execution - Also one other Tract of Land lying in the same town of Sheffield on the east Side of said River near the road leading from the Ironworks so called to New Marlborough said Tract is commonly called Bignal's farm and contains one hundred & ten Acres with a house barn and outbuilding thereon standing and bounding partly on Housatonic River aforesaid and for further and more particular bounds of the same reference is herein had to the said Proprietors records and the aforesaid Deed from Mr. Huggins to said Abraham Tonda, which same last piece of Land said three men appraised at three hundred and fifty pounds towards satisfying this Execution, and at the same time,



I delivered Title and possession of the said several Tracts of Land to Mark  
Hopkins by attorney to the said Henry the Creditor according to Law - El Nathan  
Wash Dept. Sheriff - Berkshire p. July 7<sup>th</sup> 1767 We the Subscribers appraised  
the pieces of Land aforesaid at the prices above mentioned witness our hands  
Joseph Woodbridge, Timothy Woodbridge, Silas Leflogg - The Remainder  
of this Execution is wholly unsatisfied, & rec'd in full contents of my fees for  
pound twelve Shillings - El Nathan Wash Dept. Sheriff - Rec'd and entered from  
the originals the 25<sup>th</sup> day of August 1767 & examined by W<sup>m</sup> Williams Cler.

Walker } Hampshire p. George the Third by the grace of God of Great Britain France & Ireland  
Forsey & } (S) King Defender of the Faith &c - To the Sheriff of our County of  
Berkshire his Under Sheriff or Deputy Greeting -

Whereas John Walker of Hartford in our County of Hartford in our Colony  
of Connecticut Merchant. By the consideration of our Justices of our In-  
feriour Court of Common Pleas holden at Springfield for and within our  
County of Hampshire aforesaid on the Last Tuesday of August last recovered  
Judgment against Thomas Forsey and Benjamin Forsey both late of New-  
London in our County of New London and Colony aforesaid Merchants  
for the sum of Twenty two pounds thirteen shillings and two pence three  
farthings lawful money Debt and Two pounds sixteen shillings and  
eight pence costs of Suit as to Us appears of Record Whereof Execution  
remain to be done. We command you therefore that of the Goods Chattels  
or Lands of the said Thomas and Benjamin within your precinct you  
cause to be paid and satisfied unto the said John at the Value thereof in  
money the aforesaid sum being twenty five pounds nine shillings and ten  
pence three farthings in the whole with one Shilling & five pence ~~more~~ for this  
Writ, and thereof also to satisfy yourself for your own fees. And for Want of  
Goods Chattels or Lands of the said Thomas and Benjamin to be by them  
shewn unto you or found within your precinct to the Acceptance of the  
said John to satisfy the sum aforesaid, We command you to take the bodies  
of the said Thomas and Benjamin and them commit unto our Goal in Great  
Barrington in our County of Berkshire aforesaid and detain in your Custody within  
our said Goal until they pay the full sum above mentioned with your fee or that  
they be discharged by the said John the Creditor or otherwise by Order of Law - Hereof  
fail not, and make Return of this Writ with your Doings therein into our said  
Inferiour Court of Common Pleas to be holden at Northampton within our County  
of Hampshire aforesaid upon the Second Tuesday of November next. Witness Jacob  
Williams Esq at Springfield the 24<sup>th</sup> day of September in the seventh year of  
our reign Annoque Domini 1767. W<sup>m</sup> Williams Cler - Berkshire p. Oct<sup>r</sup> 1<sup>st</sup> 1767  
personally appeared Isaiah Kingsley Henry Walker and Joseph Knox and  
made solemn oath that in appraising such real Estate as should be shewn them  
to satisfy this Execution they would act faithfully and impartially according  
to their best Skill and Judgment, Before W<sup>m</sup> Williams Just. Pac. ~

Berkshire p. Oct<sup>r</sup> 1<sup>st</sup> 1767 Whereas I could not find any money or other  
Species of the within named Thomas and Benjamin nor by whereat to levy this  
Execution nor the body of the said Thomas and Benjamin within my precinct I  
therefore by Order of the Creditor's Attorney levied this Execution on two pieces of  
Land in Hartwood in said County of Berkshire hereafter described belonging to  
said Thomas and Benjamin to wit one hundred Acres of Land being Lot No  
thirty three in said Hartwood lying on the High Way Northeast Corner of



of said Lot a Stake, thence running Southerly eighty rods thence turning  
and running two hundred rods westerly, thence turning and running northerly eighty  
rods, thence turning easterly two hundred rods to the first mentioned Corner to the Apprise  
ment of Which Piece of Land I caused Isaiah Kingsley chosen by the Creditor's Att.  
and Mess<sup>rs</sup> Henry Walker and Joseph Knox chosen by myself the Debtor not being in  
the Province, to be sworn as above certified they being each of them indifferent and  
discreet men and freeholders in the County aforesaid Who appraised the above described  
Land at Twelve pounds ten Shillings, and as the above Land was not sufficient to  
satisfy this Execution I caused the same Men above mentioned to enter on another  
piece of Land lying in the same Hartwood above mentioned a part of Lot No. Ten  
which is bounded as follows viz beginning at the North Line of said Town at Beach  
Stake and thence running Southerly two hundred rods thence turning Westerly thirty  
two rods, thence turning and running two hundred rods to the North Line of said Lot thence  
turning easterly and running thirty two rods to the Stake ~~and~~ above mentioned, which men  
were sworn as above mentioned which Land last above described they appraised at  
Sixteen pounds eleven Shillings and five pence lawful money and I then delivered  
seisin and possession of the said Pieces of Land to the Creditor's Attorney in full satisfaction  
of this Execution and all fees and according to Law John Morse Dep<sup>t</sup> Sher.

We the Subscribers being chosen and sworn as above said did on the day &  
year above said apprise the above described Land at the price above mentioned  
in full of Satisfaction of this Execution and all fees witness our hands Isaiah  
Kingsley, Henry Walker, Joseph Knox - fees entered £3. 10. 8 —

Berkshire s. Great Warrington Dec: 12<sup>th</sup> 1767. Rec<sup>d</sup> and recorded in the records  
of Debt & for the same County Lib: No. 5: fol: 717: P Mark Hopkins Reg: —

Rec<sup>d</sup> and entered from the Originals the third day of February 1768  
and examined by W<sup>m</sup> Williams Cler

Hampshire s. George the Third by the Grace of God of Great Britain France and (Boston  
Ireland King Defender of the Faith &c  
To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting (Mr. Lean  
Whereas Thomas Cusston of our City of New York, <sup>in our City of New York</sup> and Colony of New York merchant  
By the consideration of our Justices of our Inferiour Court of Common Pleas holden  
at Northampton within and for our County of Hampshire aforesaid on the second  
Tuesday of November last recovered Judgment against Alexander McLean of our  
City of New York merchant for the sum of four hundred and twenty eight pounds  
Eleven Shillings and ten pence two farthings lawful money Debt and six pounds of  
like money Costs of Suit as to Us appears of Record Whereof Execution remains to be  
done - We Command you therefore that of the Goods Chattels or Lands of the s<sup>d</sup> Alexander  
McLean within your precinct you cause to be paid and satisfied unto the s<sup>d</sup> Thomas  
Cusston at the Value thereof in money the aforesaid sum with one Shilling and  
six pence for this Writ, And thereof also to satisfy yourself for your own fees —  
And for Want of Goods Chattels or Lands of the said Alexander to be by him shewn unto  
you or found within your precinct to the Acceptance of the said Thomas to satisfy the  
sum aforesaid: We Command you to take the body of the said Alexander and him  
commit unto our Goal in Springfield in our County of Hampshire aforesaid and  
detain in your custody within our said Goal until he pay the full sum above-  
mentioned with your fees or that he be discharged by the said Thomas the Creditor or  
otherwise by Order of Law. Hereof fail not and make Return of this Writ with your  
Doings therein into our said Inferiour Court of Common Pleas to be holden at Northampton  
within our County of Hampshire aforesaid upon the second Tuesday of February next —  
Witness Israel Williams Jus<sup>t</sup> at Hatfield the eleventh day of December in the eighth year



year of our Reign Annoque Domini 1767 W<sup>m</sup> Williams Cler

Custon  
vs  
McLean

Hampshire s<sup>c</sup> Springfield January 5<sup>th</sup> 1768. Then Mess<sup>rs</sup> Benjamin Day Esq and  
Timothy Bliss Gent. and Thomas Stebbins yeoman all of said Springfield and  
freeholders there appeared and made solemn Oath that in appraising such real  
Estate of the within named Alexander McLean in order to satisfy this Execution in  
favour of the within named Thomas Custon against said McLean they would act  
impartially and indifferently therein according to their best Skill and Judgment  
Coram Edw<sup>d</sup>. Pynchon Just. Pac<sup>e</sup> - Hampshire s<sup>c</sup> Jan 7<sup>th</sup> 1768 Then by Virtue of &  
in Obedience to this Writ of Execution by the Order and Direction of the within named  
Creditor. Att<sup>y</sup> W<sup>m</sup> Moses Bliss of Springfield in said County I entered upon and  
seized a certain Tract or parcel of Land lying and being in said Springfield on  
the West Side of Connecticut River & South of Agawam River in the outward Com-  
mons so called the Estate of the within named Alexander McLean containing thirty  
nine Acres and one quarter of an Acre being formerly part of the farm on which  
Timothy Burbank now lives and which the said Alexander McLean heretofore took  
and extended by Virtue of a certain Judgment and Execution against said Timothy  
Burbank being a piece of Swampy or Low Land bounding as follows beginning  
at the Southwest Corner of said Farm at a Walnut Tree marked standing on the  
west Side of the Spring brook so called at the Rise of the Ground out of the meadow  
thence running & extending North by the Needle in the West Line of said farm  
ninety six rods to the North Side or Line thereof thence turning & running east Eleven  
Degrees South eighty seven rods and a half Rod thence turning and running due  
South a Line parallel with the said West Line ninety six rods to the South Side or Line  
of said Farm thence turning and running West N<sup>o</sup>. 8<sup>o</sup> in the South Line of said farm  
eighty seven rods and a half to said Walnut Tree in said first Station being of whole  
of the Land set off to satisfy the said Execution of the said Alexander McLean against  
said Timothy Burbank, excepting thirteen Acres parcel thereof heretofore set off to  
satisfy a certain Judgment and Execution of John Worthington Esq against said  
Alexander McLean in the westwardly part thereof particularly bounded & described  
in the Sheriff's return thereof as follows beginning in the aforesaid West Line twenty  
five rods north of said Walnut Tree & thence running East Eleven Degrees South forty  
Eight rods thence north by the Needle a Line parallel with said West Line forty four rods  
thence West N<sup>o</sup>. North to the West Line of said Tract thence in the west Line of said Tract  
to the first Station, which said Tract of Land first mentioned I have caused to be  
appraised by Mess<sup>rs</sup> Timothy Bliss chosen and appointed by the Creditor's Attorney  
& Benjamin Day and Thomas Stebbins chosen and appointed by Myself all discreet  
& Indifferent freeholders in said County having been first duly sworn for that pur-  
pose who appraised and Valued the same at thirty Shillings by the Acre & immedi-  
ately delivered Lisen and possession thereof to the said Moses Bliss attorney to and  
for and in behalf of the said Thomas Custon the Creditor to satisfy this Execution  
in part Viz the sum of fifty six pounds thirteen Shillings and four pence my fees  
the charges of appraising the same the Oath to the Appraisers and Costs of recording  
this Execution & being in the whole forty four shillings and two pence and I cannot  
find any other estate or the body of the said Alexander McLean in my precinct - W<sup>m</sup>  
Pynchon Just. Dep<sup>t</sup> J<sup>ur</sup>. Travel 23 miles & fees all £1. 8. 2. - Hampshire s<sup>c</sup>.  
Jan 7<sup>th</sup> 1768 We the Subscribers having been duly appointed & sworn to appraise  
the above described Tract of Land of thirty nine Acres and <sup>one</sup> quarter, do certify and  
appraise the same at the sum of thirty Shillings by the Acre Witne<sup>s</sup> our  
hands and Seals. Benj<sup>y</sup> Day & Seal Tho<sup>s</sup> Stebbins & Seal Timothy Bliss & Seal  
Hampshire



Hampshire & Springfield March 12<sup>th</sup> 1768. Recd. and Registered in Book N<sup>o</sup>. 15  
for recording Execution in said County page 44 & Exam. & Edw<sup>d</sup>. Pynchon Reg<sup>r</sup>  
Received and entered from the original. the twentieth day of May 1768 &  
Examined by W<sup>m</sup>. Williams Cler<sup>k</sup>

Hampshire & George the Third by the Grace of God of Great Britain France & Ireland  
(L.S.) King Defender of the faith &c. To the Sheriff of our County of Hampshire his  
Under Sheriff or Deputy greeting Whereas Samuel Mather of Northampton  
in our County of Hampshire Esquire by the Consideration of our Justice of our In-  
feriour Court of Commonpleas holden at Springfield for and within our County  
of Hampshire aforesaid on the Third Tuesday of May last past recovered Judgment  
against Benoni Danks of Cumberland in our County of Cumberland in our pro-  
vince of Nova Scotia Esquire for the Sum of thirty nine pounds ten Shillings and  
a penny half penny lawful money damages and one pound sixteen Shillings &  
eight Pence of like money Cost of Suit as now appears of Record whereof Execution re-  
mains to be done; We Command you therefore that of the Goods, Chattels or Lands of  
the said Benoni within your precinct you cause to be paid and satisfied unto  
said Samuel at the Value thereof in money the aforesaid Sum with one Shilling  
and eleven pence for this Writ the oath &c. And thereof also to satisfy yourself for  
your own fees. And for Want of Goods Chattels or Lands of the said Benoni to be by  
him shewn unto you or found within your precinct to the acceptance of the said  
Samuel to satisfy the Sum aforesaid: We Command you to take the body of  
said Benoni and him commit unto our Goal in Springfield in our County  
of Hampshire aforesaid and detain in your Custody within our said Goal  
untill he pay the full Sum above mentioned with your fees or that he be dis-  
charged by the said Samuel the Creditor or otherwise by order of Law: hereof  
fail not and make Return of this Writ with your Doings therein into our said  
Inferiour Court of Commonpleas to be holden at Springfield within our  
County of Hampshire aforesaid upon the last Tuesday of August next. Witness  
Israel Williams Esq. at Hatfield the fifth day of June in the Seventh year of our  
Sovereign Annoque Domini 1767. W<sup>m</sup>. Williams Cler<sup>k</sup> The Creditor hath filed  
Certificate of his having taken the Oath by Law required to entitle him to  
this Writ. Attest W<sup>m</sup>. Williams Cler<sup>k</sup> — Hampshire & June 12<sup>th</sup> 1767 Then had  
Symon yernan Ephraim Wright yernan and Enoch Black yernan all of  
Northampton in said County came before me the Subscriber and made oath  
that in making Apprehension of such Lands as should be shewn them by Isaac  
Wright Deputy Sheriff belonging to the within named Benoni Danks in order to  
satisfy this Execution they would act therein faithfully indifferently & impar-  
tially according to their best Skill and Judgment. Given Timothy Dwight Just. Peace —  
We the Subscribers being appointed and duly sworn to apprise such Estate as  
should be shewn unto us by Samuel Mather of Northampton in the County of Hamp-  
shire Esq. as the real Estate of Benoni Danks of Cumberland in the County of Cumber-  
land in the Province of Nova Scotia Esq. in order to satisfy the Contents of an Execution  
in favour of said Mather against said Benoni, to which this is annexed, have viewed  
two pieces of Land in Northampton in that part called the Little Division which  
was attached by Virtue of the original Writ in said Action from whence the same  
Execution proceeded, and is bounded and described as follows viz the easterly end of  
the Lot originally recorded to Thomas Rostons the southerly side of said Lot two  
hundred and thirty three rods in Length and the North side being in Length two hundred  
and seven rods containing forty six Acres and three rods; Also one hundred forty six rods  
at the



Mather  
Jury  
Danks  
at the Westerly end in length of Henry Burt, Benoni Stebbins and one half Thomas  
Roots Junr. Lot originally laid out to the several persons above mentioned containing  
ten acres three roods and thirty six perches We do appraise said Land to be worth forty  
three pounds eighteen shillings & 8<sup>d</sup>. lawful money and no more in full discharge  
of said Execution with all Costs this 15<sup>th</sup> day of June A.D. 1767. Gad Symon  
Ephraim Wright Inock Clark, appraisers — Hampshire J. June fifteenth 1767  
Then by the Order and Direction of Samuel Mather above named the Creditor I  
levied the said Writ of Execution to which this is annexed on the above mentioned &  
described two pieces of Land the first piece containing forty six acres and three roods  
and the second piece containing ten acres three roods and thirty six perches, which  
said two pieces of Land belonged to Benoni Danks above named the Debtor and as  
his Estate and Lands. Which said two pieces of Land above described was appraised  
by the above named Gad Symon Ephraim Wright and Inock Clark all freeholders  
in said County of Hampshire and chosen appointed and sworn according to Law  
to appraise the same and who appraised said two pieces of Land above described at  
forty three pounds eighteen shillings & eight pence lawful money & I then delivered  
seizin and possession of said two pieces of Land to the same Samuel Mather the  
Creditor who accepted the same in full satisfaction of the Execution to which this  
is annexed and Cost of appraising of said two pieces of Land and my fee which  
said Creditor paid amounting in the whole to the said sum of forty three pounds  
eighteen shillings and eight pence lawful money. Attest: Selah Wright Dep. Sher.  
Returned at August Term 1767. and entered from the original by desire of  
the Creditor the Third day of August A.D. 1768. and Examined by W. Williams Cler.

Hampshire J. George the Second by the Grace of God of Great Britain France & Ireland  
Idem } King Defender of the Faith &c. To The Sheriff of our County of Hampshire  
David } his Under Sheriff or Deputy Greeting — Whereas Samuel Mather  
Smith. } (Stamp) of Northampton in our County aforesaid by by the Consideration of  
our Justices of our Inferiour Court of Common pleas holden at Springfield for  
and within our County of Hampshire aforesaid on the last Tuesday of August  
Anno Domini 1753 recovered Judgment against David Smith of Montague  
in said County husbandman for the sum of fifteen shillings lawful money  
Damages and two pounds five shillings and twopence like money Cost of Suit, as  
to the appearance of Record whereof Execution remains to be done. We Command you  
therefore that of the Goods Chattels or Lands of the said David within your precinct you  
cause to be paid and satisfied unto the said Samuel at the Value thereof in money  
the aforesaid sum with six shillings for this and two former Writs and thereof  
also to satisfy yourself for your own fees. And for Want of Goods Chattels or Lands  
of the said David to be by him shewn unto you or found within your precinct to  
the acceptance of the said Samuel to satisfy the sum aforesaid: We Command  
you to take the body of the said David and him Commit unto our Goal in  
Springfield in our County of Hampshire aforesaid and detain in your Custody  
within our said Goal until he pay the full sum above mentioned with your  
fees or that he be discharged by the said Samuel the Creditor or otherwise by order of  
Law. Hereof fail not and make Return of this Writ with your doings therein into  
our said Inferiour Court of Common pleas to be holden at Springfield within  
our County of Hampshire aforesaid upon the last Tuesday of August next —  
Witness Joseph Wright Esq. at Hatfield the tenth day of June in the twenty ninth  
year of our reign Annoque Domini 1756 Israel Williams Cler —  
The Creditor has taken the oath by Law required to entitle him to this Writ  
Jus I. Williams Cler

Hampshire



31-

Hampshire p. Deerfield August 24 Then Messrs Joseph Root Simeon King & Jon<sup>a</sup> Root { Mather  
appearing made solemn oath that in appraising such Land as should be shewn them in { by or  
order to satisfy an execution in favour of Samuel Mather Esq against David Smith  
they would act faithfully and indifferently according to their best Skill and Judgment  
before me Elijah Williams Just. Pac. We the subscribers being chosen by D<sup>or</sup>: Perez Marsh  
Dep. Sheriff in the County of Hampshire & Capt: Timothy Dwight Jun<sup>r</sup> Attorney to D<sup>or</sup>:  
Samuel Mather Esq of Northampton in said County to appraise Twenty Acres of Land  
shewn to us by said Dwight the Estate of David Smith late of Sunderland in s<sup>d</sup> County  
Husbandman s<sup>d</sup> Land lying in Montague in s<sup>d</sup> County at the North end of Horddons hill  
called and is part of the Lot originally Daniel Smiths sometime since of s<sup>d</sup> Sunderland  
deceased taken by execution by s<sup>d</sup> Marsh in favour of said Mather against s<sup>d</sup> David Smith  
said Twenty Acres lay between a part of s<sup>d</sup> Lot containing forty seven Acres set off to  
Nath<sup>l</sup> Smith a son of s<sup>d</sup> Daniel dec<sup>d</sup> on the west side and six Acres a part of the same lot  
set off to Miriam Smith a daughter of said dec<sup>d</sup> on the east side and being sworn to  
the faithful discharge of the Trust and having been on the Land and thoroughly viewed  
the same do adjudge the same to be well worth and do accordingly appraise the same at  
four shillings and six pence lawful money p<sup>r</sup> Acre as witness our hands at Montague  
his 25<sup>th</sup> day of August in the 30<sup>th</sup> year of his Majesty's Reign Annoq Dom 1756—  
Joseph Root Simeon King Jon<sup>a</sup> Root Hampshire p. August 25<sup>th</sup> 1756. By  
Virtue of this execution and by order of the Creditor I extended this execution upon Twenty  
Acres of Land lying in Montague in said County of the Estate of the within named David  
Smith which twenty Acres is a part of a tract of Land formerly belonging to Daniel  
Smith of Sunderland deceased and is bounded west on Land set off to Nath<sup>l</sup> Smith son  
to said Daniel and east on Land set off to Miriam Smith daughter to s<sup>d</sup> Daniel said  
Land was appraised and set out by Joseph Root Simeon King and Jonathan Root freeholders  
in said County one of which was appointed by Capt: Tim<sup>o</sup> Dwight Att<sup>r</sup> to the Creditor the  
other two by myself s<sup>d</sup> David not being to be found and were sworn to the faithful discharge  
of s<sup>d</sup> Trust these twenty Acres they appraised at four shillings and six pence p<sup>r</sup> Acre amounting  
to four pounds ten shillings and I delivered Possession and Title thereof to the s<sup>d</sup> Attorney in  
great Satisfaction of this Writ— Perez Marsh Dep<sup>t</sup> Sher. Appraisers q<sup>r</sup> 2<sup>n</sup> Just. of Attorney's  
attend. 15<sup>s</sup>. Sher. fees q/- Intend<sup>d</sup> from the originals August 3<sup>o</sup> 1768. by desire of Creditor and  
examined by W<sup>m</sup> Williams Clero

Hampshire p. George the Third by the Grace of God of Great Britain France & Ireland King (Strong  
(L<sup>d</sup>) Defender of the faith &c To the Sheriff of our County of Hampshire his underling {  
Sheriff or Deputy Greeting— Whereas Caleb Strong of Northampton in our {  
County of Hampshire Gentleman, by the Consideration of our Justices of our Inferior {  
Court of Common Pleas holden at Springfield for and within our County of Hamp-  
shire aforesaid on the Third Tuesday of May last past recovered Judgment against  
Benoni Danks of Cumberland in our County of Cumberland in our Province of Nova  
Scotia Esq<sup>r</sup> for the Sum of Twenty four pounds seventeen shillings and nine pence lawful  
money Damages and one pound sixteen shillings and eight pence of like money  
Costs of Suit as to us appears of Record whereof Execution remains to be done. We Com-  
mand you therefore that of the Goods, Chattels or Lands of the said Benoni within  
your precinct you cause to be paid and satisfied unto the said Caleb at the Value  
hereof in money the aforesaid Sum with one Shilling and eleven pence for this Writ  
the oath &c And thereof also to satisfy yourself for your own fees. And for want of  
Goods, Chattels or Lands of the said Benoni to be by him shewn unto you or found  
within your precinct to the acceptance of the said Caleb to satisfy the sums afores<sup>d</sup>  
We Command you to take the body of the said Benoni and him warrant unto our  
Goal in Springfield in our County of Hampshire afores<sup>d</sup> and detain in your  
Custody within our said Goal until he pay the full Sum above mentioned with  
your



Strong } your fees or that he be discharged by the said Caleb the Creditor or otherwise by order  
Danks } of Law. hereof fail not and make return of this Writ with your doings therein into  
our said Inferiour Court of Common pleas to be holden at Springfield within  
our County of Hampshire aforesaid upon the last Tuesday of August next -  
Witness Israel Williams Esq at ~~Springfield~~ <sup>Hatfield</sup> the fifth day of June in the seventh  
year of our reign Annoque Domini 1767. W<sup>m</sup> Williams Cler. The Creditor  
has filed Certificate of his having taken the Oath by Law required to entitle  
him to this Writ. Attest W<sup>m</sup> Williams Cler. - We the Subscribers being  
appointed and duly sworn to appraise such Estate as should be shewn to us by  
Caleb Strong of Northampton in the County of Hampshire Gen: mentioned in  
the Writ of Execution to which this is annexed as the real Estate of Benoni Danks  
of Cumberland in the County of Cumberland in the Province of Nova Scotia &c  
mentioned in the 1<sup>st</sup> Writ in order to Satisfy the contents of an Execution in favour  
of said Strong against said Benoni Danks to which this is annexed have  
viewed a piece of Land in Northampton Meadow in that part called Hoys bladder  
which was attached by Virtue of the original Writ in S. Action from whence if  
same Execution proceeded and is bounded and described as follows viz Easterly on  
Connecticut River Northely on Robert Danks's Land taken by Execution of S. Benoni  
westerly on Danks river so called southerly on said Benoni Danks's Land con-  
taining five acres and six perch. We do appraise said Land to be worth Twenty  
eight Pounds, sixteen Shillings and eight pence and no more in full discharge of  
said Execution with all Costs this 15<sup>th</sup> day of June A.D. 1767. Gad Symon  
Ephraim Wright Enoch Clark appraisers - Hampshire s. June 12<sup>th</sup> 1767 Then  
Gad Symon Gent. Ephraim Wright yeoman and Enoch Clark yeoman all of Northam-  
pton in said County came before me the Subscriber and made oath that in making  
apprizement of such Lands as should be shewn them by Selah Wright Deput. Sheriff  
belonging to the within named Benoni Danks in order to satisfy this Execution  
they would act therein faithfully indifferently and impartially according to  
their best Skill and Judgment. Forasm Timothy Dwight Just. Pac<sup>l</sup>  
Hampshire s. June sixteenth 1767 Then by order and direction of Caleb Strong  
the Creditor mentioned in the Writ of Execution to which this is annexed I levied  
the same Writ of Execution on the above mentioned and described five acres and  
six perch of Land belonging to Benoni Danks above named the Debtor and as his  
Land which said five acres and six perch of Land was apprizd by the above-  
named Gad Symon Ephraim Wright and Enoch Clark all freeholders in said  
County and chosen appointed and sworn according to Law to appraise the same  
and who apprizd said five acres and six perch of Land at twenty eight pounds  
sixteen Shillings and eight pence lawful money & I then delivered Seisin and  
Possession of said five acres & six perch of Land to the same Caleb the Creditor who  
accepted the same in full Satisfaction of the Writ of Execution above mentioned  
and Cost of apprizing said Land and my fees which said Creditor paid amounting  
in the whole to the said Sum of Twenty eight pounds sixteen Shillings & eight  
pence lawful money Attest Selah Wright Deput. Sher. This Execution and proceedings  
thereon was returned at the Term last above. and was entered with the records of Ex<sup>ce</sup>  
issuing from and returned into the Court aforesaid by depute of Creditor the 3<sup>rd</sup> day of  
August 1768 and Examind by W<sup>m</sup> Williams Cler.

Clap } Hampshire s. George the Third by the Grace of God of Great Britain France and  
v } Ireland King defender of the faith &c. To the Sheriff of our County of  
Lundum } Hampshire his Under Sheriff or Deputy Greeting. Whereas Jonathan Clap  
of Northampton in our County of Hampshire yeoman by the consideration of  
our Justices of our Inferiour Court of Common pleas holden at Springfield



32

for and within our County of Hampshire aforesaid on the Third Tuesday of May last Clap  
last recovered Judgment against Benoni Danks of Cumberland in our County of Cumberland by  
Clap in our Province of Nova Scotia Esq for the Sum of thirteen pounds and nine pence  
lawful money Damages And one pound Seventeen Shillings and five pence if like money  
Costs of Suit as thus appears of Record whereof Execution remains to be done: We Command  
you therefore that of the Goods Chattels or Lands of the said Benoni within your precinct  
you cause to be paid and satisfied unto the said Jonathan at the Value thereof in  
money the afores<sup>d</sup> Sums with one Shilling and eleven pence for this Writ the oath &c.  
hereof also to satisfy yourself for your own fees - And for Want of Goods Chattels or Lands  
of the said Benoni to be by him shewn unto you or found within your precinct to  
the acceptance of the said Jonathan to satisfy the Sums aforesaid: We Command  
you to take the body of the said Benoni and him commit unto our Goal in Spring-  
field in our County of Hampshire afores<sup>d</sup> and detain in your Custody within our P<sup>r</sup>-  
goal until he pay the full Sum above mentioned with your fees or that he be dis-  
charged by the P<sup>r</sup>. Jonathan the Creditor or otherwise by order of Law. Hereof fail not &  
make Return of this Writ with your doings therein into our said Inferiour Court of  
Common Pleas to be holden at Springfield within our County of Hampshire afores<sup>d</sup>  
upon the last Sunday of August next. Witness Israel Williams Esq at Hatfield 4<sup>th</sup> fifth  
day of June in the Seventh year of our reign Annoque Domini 1767. W<sup>m</sup> Williams Esq  
The Creditor has filed Certificate of his having taken the Oath by Law required to  
entitle him to this Writ. Attest W<sup>m</sup> Williams Esq. Hampshire s<sup>c</sup>. June 12<sup>th</sup> 1767  
Then Gad Symon Gent. Ephraim Wright yeoman and Enock Clark yeoman all of  
Northampton in said County came before me the Subscriber and made oath that in  
making appraisement of such Lands as should be shewn them by Selah Wright Deft:  
Sheriff belonging to the within named Benoni Danks in order to satisfy this Execution  
they would act therein faithfully indifferently and impartially according to their best  
Skill and Judgment. Coram Timothy Dwight Just. Pac. We the Subscribers being  
appointed and duly sworn to appraise such Lands or estate as should be shewn to us by  
Jonathan Clap of Northampton in the County of Hampshire as the real Estate of  
Benoni Danks of Cumberland in the County of Cumberland in the province of Nova  
Scotia Esq in order to satisfy the Contents of an Execution in favour of P<sup>r</sup> Clap against  
said Benoni to which this is annexed have viewed a piece of Land in Northampton  
meadows in that part called Hog's Bladder which was attached by Virtue of the original  
Writ in said Action from whence the same Execution proceeded and is bounded and  
described as follows viz easterly on Connecticut River northerly on Land of Lieut<sup>t</sup>  
aleb Strong's taken by Execution of P<sup>r</sup> Danks westerly on Danks River so called  
southerly southerly on Lands of the said Benoni Danks containing two acres three  
roods and 12 perches we do appraise said Land to be worth sixteen pounds sixteen  
shillings & eight - lawful money and no more in full discharge of P<sup>r</sup> Bacon with  
all Costs this 15<sup>th</sup> day of June A.D 1767 Gad Symon Ephraim Wright, Enock Clark  
apprisers. Hampshire s<sup>c</sup>. 15<sup>th</sup> day of June 1767 Then by order & Direction of  
Jonathan Clap the Creditor mentioned in the Writ of Execution to which this is  
annexed I levied said Writ on the above mentioned & described two Acres three  
roods and twelve perches of Land belonging to Benoni Danks by mentioned in said  
Writ the P<sup>r</sup> Debtor and as his Land which said two acres three roods & twelve perches  
of Land was appraised by the above named Gad Symon Ephraim Wright and  
Enock Clark all freeholders in P<sup>r</sup> County of Hampshire and chosen appointed and  
sworn according to Law to appraise the same and who appraised the P<sup>r</sup> two acres  
three roods and twelve perches of Land at sixteen pounds sixteen shillings & eight  
pence lawful money and I then delivered Seizin and possession of P<sup>r</sup> two acres three  
roods and twelve perches of Land to Jonathan Clap above named the Cred<sup>r</sup>. Who



Who accepted the same in full Satisfaction of said Writ of Execution and the Costs of appraising said Lands and my fees which said Creditor paid amounting to the sum of sixteen pounds sixteen shillings and eight pence lawful money as aforesaid. Attest: Selah Wright Deft. Sher. This Exec. and proceedings therein were returned at the return day thereof and entered with the 2<sup>d</sup> Justs. Recd. of Exon. by desire of Cred: 4<sup>th</sup> 3<sup>d</sup> day of Aug: 1768 & Execin'd by W<sup>m</sup> Williams Cler

Danks or Danks Esq<sup>r</sup> Hampshire s. George the Third by the Grace of God of Great Britain France & Ireland King Defender of the faith &c To the Sheriff of our County of Hampshire his Under Sheriff or Deputy greeting — Whereas Robert Danks late of Northampton in our County of Hampshire yeoman by the consideration of our Justices of our Inferiour Court of Commonpleas holden at Springfield for and within our County of Hampshire aforesaid on the Third Tuesday of May last past recovered Judgment against Benoni Danks of Cumberland in our County of Cumberland in our Province of Nova Scotia by for the sum of eight pounds eighteen shillings and five pence half penny lawful money Damages and one pound eighteen shillings & two pence of like money Costs of Suit as to us appears of Record whereof Execution remain to be done: We Command You therefore that of the Goods Chattels or Lands of the said Benoni within your precinct you cause to be paid and satisfied unto y<sup>e</sup> said Robert at the Value thereof in money the aforesaid sum with one shilling and eleven pence for this Writ the oath &c And thereof also to satisfy yourself for your own fees. And for want of Goods Chattels or Lands of the said Benoni to be by him shewn unto you or found within your precinct to the acceptance of the s<sup>d</sup> Robert to satisfy the sum aforesaid. We Command you to take the body of the said Benoni and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your custody within our said Goal until he pay the full sum above mentioned with your fees or that he be discharged by the said Robert the Creditor or otherwise by order of Law. Hereof fail not and make Return of this Writ with your Doings therein into our said Inferiour Court of Commonpleas to be holden at Springfield within our County of Hampshire aforesaid upon the last Tuesday of August next. Witness Israel Williams Esq<sup>r</sup> at Hatfield the fifth day of June in the seventh year of our reign Annoque Domini 1767 W<sup>m</sup> Williams Cler — The Creditor hath filed Certificate of his having taken the oath by Law required to intitle him to this Writ Attest: W<sup>m</sup> Williams Cler

Hampshire s. June 12<sup>th</sup> 1767 Then Gad Lyman Gent. Ephraim Wright yeoman and Enock Clark yeoman all of Northampton in said County came before me the Subscriber and made oath that in making Appraisement of such Lands as should be shewn them by Selah Wright Deft. Sheriff belonging to the within named Benoni Danks in order to satisfy this Execution they would act therein faithfully indifferently and impartially according to their best Skill and Judgment. before Timothy Dwight Just. Peace — We the Subscribers being appointed and duly sworn to appraise such ~~and~~ Estate as should be shewn us by Robert Danks of Southampton in the County of Hampshire as the real Estate of Benoni Danks of Cumberland in the County of Cumberland in the Province of Nova Scotia by in order to satisfy the contents of an Execin in favour of said Robert Danks against said Benoni to which this is annexed have viewed a piece of Land in Northampton meadow in that part called hog's bladder wt was attached by Virtue of the original Writ in said Action from whence the same Execution proceeded and is bounded and described as follows viz easterly on Concorrent River northerly on Land of Samuel Williams of Roxbury taken by Execin of s<sup>d</sup> Danks westerly on Danks river so called and southerly on s<sup>d</sup> Danks Land contain ing two acres We do appraise said Land to be worth twelve pounds lawful money and so now in full discharge of said Execution with all Costs this thirteenth day of June 1767 by Gad Lyman Ephraim Wright Enock Clark appraisers — Harp-



33

Hampshire p. 13<sup>th</sup> June 1767 Then by order and Direction of Robert Danks of South<sup>th</sup> Danks  
Northampton the creditor abovenamed I viewed the Writ of Execution to which this is annexed<sup>ed</sup> Danks  
on the abovementioned & described two acres of Land belonging to Benoni Danks by men by  
tioned in said Writ the debtor and as his lands which said two acres of Land was ap-  
prized by the above named Gad Lyman Ephraim Wright and Noah Clark all free-  
holders in said County of Hampshire and chosen appointed and sworn according to law  
apprize the same and who apprized said two acres of Land to be worth twelve pounds  
lawful money and no more And I then delivered Sisin and possession of s<sup>d</sup> two  
acres of Land to Robert Danks abovenamed the creditor who accepted the same in  
full satisfaction of s<sup>d</sup> Writ of Execution and the cost of apprizing s<sup>d</sup> Land, and my  
fees which the creditor paid amounting in the whole to twelve pounds lawful  
money aforesaid. Attest: Selah Wright Deft. Sher. This Execution with the pro-  
ceedings thereon was returned at the return day of the same and entered by desire of  
the creditor with the aforesaid Court records of Exons the third day of August 1768  
and examined by W<sup>m</sup> Williams Cler.

Hampshire p. George the Third by the Grace of God of Great Britain France & Ireland Miller  
L<sup>rd</sup> King Defender of the faith &c To the Sheriff of our County of Hampshire<sup>th</sup> v<sup>rs</sup>  
his Under Sheriff or Deputy greeting. Whereas John Miller of Northampton in  
our County of Hampshire German by the consideration of our Justices of our In-  
feriour Court of Common pleas holden at Springfield for and within our County  
of Hampshire aforesaid on the Third Tuesday of May last past recovered Judgment  
against Benoni Danks of Cumberland in our County of Cumberland in our pro-  
vince of Nova Scotia in sum of thirteen pounds ten shillings & seven pence  
lawful money Damages and one pound sixteen shillings & eight pence of like money  
costs of Suit as to us Appears of Record whereof Execution remains to be done: We Command  
you therefore that of the Goods Chattels or Lands of the said Benoni within your precincts  
you cause to be paid and satisfied<sup>ed</sup> to the said John at the Value thereof in money the  
aforesaid Sum with one shilling and eleven pence more for this Writ the oath & thereof  
do to satisfy yourself for your own fees. And for want of Goods Chattels or Lands of the  
said Benoni to be by him shewn unto you or found within your precincts to the ac-  
tisfaction of the said John to satisfy the Sum aforesaid We Command you take the  
body of the said Benoni and him commit unto our Goal in Springfield in our  
County of Hampshire aforesaid and detain in your Custody within our said Goal  
until he pay the full Sum abovementioned with your fees or that he be discharged  
by the said John the creditor or otherwise by order of Law. Hereof fail not and make return  
of this Writ with your doings therein into our said Inferiour Court of Common pleas  
to be holden at Springfield in our County of Hampshire aforesaid upon the last Tuesday of  
August next. Witness Israel Williams Esq at Hatfield the fifth day of June in the seventh  
year of our reign Anneque Domini 1767 W<sup>m</sup> Williams Cler. The creditor has filed  
Certificate of his having taken the oath by Law required to intitle him to this Writ  
Attest W<sup>m</sup> Williams Cler. — Hampshire p. June 12<sup>th</sup> 1767 Then Gad Lyman Esq.  
Ephraim Wright yeoman and Noah Clark yeoman all of Northampton in s<sup>d</sup> County  
came before Me the Subscriber and made Oath that in making Appraisement of such  
Lands as should be shewn them by Selah Wright Deft. Sheriff belonging to the within  
named Benoni Danks in order to satisfy this Execution they would act therein faith-  
fully indifferently and impartially according to their best Skill and Judgment Exam-  
ined by Timothy Doughty Just. Peace. We the Subscribers being appointed and duly sworn  
to appraise such Estate as should be shewn to us by John Miller of Northampton in s<sup>d</sup>  
County of Hampshire as the real Estate of Benoni Danks of Cumberland in our County  
of Cumberland in our Province of Nova Scotia in order to satisfy the contents of an Execu-  
tion in



Miller } in favour of D. Miller against said Benoni to which this is annexed have viewed  
or } a piece of Land in Northampton in the Little Division so called which was attached  
Dank } by Virtue of the original Writ in said Action from whence the same Execution  
proceeded and is bounded and described as follows viz fifty Acres & 3/4<sup>th</sup> at the west end  
of the Lot originally recorded to Thomas Root's sons containing fourteen Acres. We do ap-  
-prize said Land to be worth eighteen pounds Thirteen Shillings and four pence and  
no more in full discharge of said Execution with all costs this thirteenth day of June  
AD 1767 - Gad Symon Ephraim Wright Enock Clark Appraisers.

Hampshire p. June 13<sup>th</sup> 1767 Then by order and Direction of John Miller &  
Creditor above named I levied the D. Writ of Execution to which this is annexed on the  
above mentioned & described fourteen acres of Land belonging to Benoni Dank's by  
mentioned in D. Writ the Debtor and as his lands which said fourteen Acres of Land  
was appraised by the above named Gad Symon Ephraim Wright and Enock Clark  
all freeholders in D. County of Hampshire and Chosen appointed and sworn according  
to Law to appraise the same and who appraised said fourteen Acres of Land at eighteen  
pounds thirteen Shillings and four pence lawful money & I then delivered & gave  
Possession of said fourteen Acres of Land to John Miller above named the Creditor  
Who accepted the same in full Satisfaction of D. Writ of Execution and the Costs  
of appraising said Land and my fees which said Creditor paid amounting in the  
whole to the Sum of eighteen pounds thirteen Shillings and four pence lawful money  
aforesaid. Attest Selah Wright Deput. Sher. This Execution with the proceedings thereon  
was returned at the Return Day thereof, and was entered with the aforesaid Court's records of  
Encon's by desire of the Cred. the third day of August 1768. & Admin'd by W. Williams Cler

Clark } Hampshire p. George the Third by the Grace of God of Great Britain France & Ireland King  
or } (L.S.) Defender of the faith &c. To the Sheriff of our County of Hampshire his Under-  
Sheriff or Deputy Greeting. Whereas Gideon Clark of Northampton in our County of  
Hampshire Gentleman by the Consideration of our Justices of our Inferiour Court of Com-  
mon pleas holden at Springfield for and within our County of Hampshire aforesaid on the  
Third Tuesday of May last past recovered Judgement against Benoni Dank of Cumber-  
land in our County of Cumberland in our province of Nova Scotia Inquire for the Sum  
of Twenty eight pounds sixteen Shillings & two pence half penny lawful money Dam't  
and one pound sixteen Shillings & eight pence of like money Costs of Suit as to us appears of  
Record whereof Execution remains to be done: We Command you therefore that of the  
Goods Chattels or Lands of the said Benoni within your precinct you cause to be paid &  
satisfied unto the said Gideon at the Value thereof in money the aforesaid Sum with one  
Shilling and eleven pence more for this Writ the oath &c And thereof also to satisfy your self  
for your own fees - And for Want of Goods Chattels or Lands of the said Benoni to be by  
him shewn unto you or found within your precinct to the acceptance of the said Gideon to  
satisfy the Sum aforesaid; We Command you to take the body of the said Benoni and  
him commit unto our Goal in Springfield in our County of Hampshire aforesaid and  
detain in your Custody within our said Goal until he pay the full Sum above mentioned  
with your fees or that he be discharged by the said Gideon the Creditor or otherwise by  
Order of Law. Hereof fail not, and make Return of this Writ with your doings therein into  
our said Inferiour Court of Common pleas to be holden at Springfield within our County  
of Hampshire aforesaid upon the last Tuesday of August next. Witness Israel Williams  
Esq at Hatfield the fifth day of June in the seventh year of our reign Annoque Dom  
1767 by W. Williams Cler. The Creditor hath taken the Oath by Law required to  
intitle him to this Writ. Attest W. Williams Cler Hampshire p. June 12. 1767  
Then received on account of this Execution Six pounds two Shillings and six pence  
Gideon Clark - Hampshire p. June 12<sup>th</sup> 1767 Then Gad Symon Gent. Ephraim Wright  
Symon



34

yeoman and Inoch Clark yeoman all of Northampton in said County came before me <sup>Clark</sup> the subscriber and made oath that in making appraisement of such Lands as should be shown <sup>or</sup> <sup>Clark</sup> them by Silah Wright Deputy Sheriff belonging to the within named Benoni Danks in order <sup>Clark</sup> to satisfy this Execution they would act therein faithfully and impartially according to their best Skill and Judgment Verum Timotheus Dwight Just. Pac.

We the Subscribers being appointed and duly sworn to appraise such Estate as should be shown to us by Gideon Clark of Northampton in the County of Hampshire Cont. as the real Estate of Benoni Danks of Cumberland in the County of Cumberland in the Province of Nova Scotia Esq. in order to satisfy the Contents of an Execution in favour of S<sup>r</sup> Clark ag<sup>t</sup> said Benoni to which this is annexed have viewed a piece of Land in Northampton in the Little Division so called which was attached by Virtue of the original Writ in S<sup>r</sup> Danks from whence the same Execution proceeded and is bounded and described as follows viz One hundred and eight rods in Length from the west end of the Lot originally awarded to Capt. Taylor S<sup>r</sup> John Parsons and Samuel Marshall containing 24 acres two rods and 7 perch, also one acre of Land at the east end of the Land above described we do appraise said Land to be worth Twenty seven pounds lawful money and no more in full discharge of said Execution with all Costs this thirteenth day of June A.D. 1767 and Symon Ephraim Wright Inoch Clark Appraisers - Hampshire ss June 13<sup>th</sup> 1767 Then by order and direction of Gideon Clark the Creditor above named I delivered the Writ of Execution to which this is annexed on the above mentioned and described twenty four acres two rods and seven perch of Land belonging to Benoni Danks Esq. mentioned in said Writ the Debtor and as his Land which said Twenty five acres two rods and seven perch of Land was appraised by the above named Gideon Symon Ephraim Wright and Inoch Clark all freeholders in said County of Hampshire and Chufen appointed and sworn according to Law to appraise the same and who appraised ~~the~~ said twenty four acres two rods and seven perch of Land to be worth twenty seven pounds lawful money and I then delivered Seisin and possession of said twenty four acres two rods seven perch of Land to Gideon Clark the Creditor who accepted the same in full satisfaction of the Writ of S<sup>r</sup> Execution & the Cost of appraising said <sup>Land</sup> and my fees which said Creditor paid amounting in the whole to the sum of Twenty seven pounds lawful money afore- Attest Silah Wright Deft. Then

The foregoing Execution & proceedings thereon was returned the Last Tuesday of Aug. 1767 & entered with the Records of Exors. issuing from & returnable into the afore<sup>d</sup> Infer. Court the third day of August 1768 & Examined by W. Williams Cler.

Hampshire ss. George the Third by the Grace of God of Great Britain France and Ireland { Sacket  
(L.S.) King Defender of the faith &c. To the Sheriff of our County of Hampshire his { or  
Under Sheriff or Deputy Greeting - Whereas David Sacket of Westfield in our County { London  
of Hampshire yeoman by the consideration of our Justice of our Inferior Court of Common Pleas holden at Springfield for and within our County of Hampshire aforesaid on the third Tuesday of May last past recovered Judgment against Benoni Danks of Cumberland in our County of Cumberland in our Province of Nova Scotia Esq. for the sum of Six pounds eighteen shillings and one farthing lawful money Damages and one pound eighteen shillings and seven pence of like money Costs of Suit as to us appears of Record whereof Execution remains to be done: We Command you therefore that of the Goods Chattels or Lands of the S<sup>r</sup> Benoni within your Precinct you cause to be paid and satisfied unto the said David at the Value thereof in money the aforesaid sum with one shilling and eleven pence more for this Writ the oaths and thereof also to satisfy yourself for your own fees. And for Want of Goods Chattels or Lands of the said Benoni to be by him shown unto you or found within your precinct to the acceptance of the said David to satisfy the sums aforesaid: We Command you to take the body of said Benoni and him Commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal until he pay the full sum above



Sackett } above mentioned with your fees or that he be discharged by the said David the Creditor or  
Danks by } otherwise by order of Law. And if fail not, and make Return of this Writ with your Doings  
therein into our said Inferiour Court of Common Pleas to be holden at Springfield -  
within our County of Hampshire aforesaid upon the last Tuesday of August next. Witness  
Israel Williams Esq at Hatfield the fifth day of June in the Seventh year of our reign Anne  
que Domini 1767. W<sup>m</sup> Williams Clk. The Creditor hath filed Certificate of his having  
taken the oath by Law required to intitle him to this Writ. Attest W<sup>m</sup> Williams Clk -  
Hampshires. June 12<sup>th</sup> 1767 Then Gad Symon Gent. Ephraim Wright yeoman and  
Enoch Clark yeoman all of Northampton in said County came before me y<sup>e</sup> Subscribers  
and made Oath that in Making Appraisement of such Lands as should be shewn them  
by Selah Wright Deputy Sheriff belonging to the within named Benoni Danks in order  
to satisfy this Execution they would act therein faithfully indifferently and impartially  
according to their best Skill and Judgment before Timothy Dwight Just. Peace.

We the Subscribers being appointed and duly sworn to apprise such estate as should be shewn to us by David Sacket of Westfield in the County of Hampshire as the real Estate of Benoni Banks of Cumberland in our County of Cumberland in the Province of Nova Scotia by in order to satisfy the contents of an Execution in favour of <sup>sd</sup> David Sacket against said Benoni Banks to which this is annexed have viewed a piece of Land in Northampton it being part of the parcel of the said Benoni Banks which was attached by Virtue of the original Writ in said Action from whence the same Execution proceeded and is bounded and defined as follows viz beginning at the Northwesterly of said Lot running East 22° 30'  $\text{L}^{\text{e}}$  31  $\frac{1}{2}$  rods then South 20° 20'  $\text{W}^{\text{e}}$  10 rods then South 7 degrees  $\text{W}^{\text{e}}$  10 rods and 19 Links then  $\text{W}^{\text{e}}$  3° South 7 rods thence North 25°  $\text{W}^{\text{e}}$  15 rods then  $\text{W}^{\text{e}}$  20° South 1 rod & 16 links thence North 28°  $\text{W}^{\text{e}}$  21 rods & 15 links bounded westerly on a high Way and partly on said Banks's land Northerly on James Hulbert's land and easterly on the banks of Banks's river or called and Southerly on said Banks's Land containing two acres two rods and 26 p<sup>ce</sup> We do apprise said Land <sup>to be worth</sup> ten pounds eleven shillings and one farthing lawful money & no more in full discharge of said Execution and all Costs this fifteenth day of June AD 1767 Gad Lyman Ephraim Wright Enock Clark appraisers.

Hampshire ss. June y<sup>e</sup> 13<sup>th</sup> 1767 by Then by order and direction of David Sacket the Creditor within <sup>named</sup> the execution to which this is annexed on the above mentioned and described two acres two roods and twenty six perch of Land belonging to Benoni Banks by mentioned in said Writ the said Debtor and as his Lands which said two acres two roods and twenty six perch of Land was appraised by the abovenamed G<sup>d</sup> Lyman Ephraim Wright and Enock Clark all free holders in said County of Hampshire chosen appointed and sworn according to Law to appraise the same and who appraised the said two acres two roods and twenty six perch at ten pounds eleven shillings one farthing lawful money and I then delivered Title and Possession of said two acres two roods & twenty six perch of Land to David Sacket abovenamed the Creditor who accepted the same in full Satisfaction of the Writ of Execution to which this is annexed and the Cost of Appraising said Land and my fees which said Creditor paid amounting to the Sum of ten pounds eleven shillings one farthing as aforesaid Attest. Selah Wright Dep<sup>y</sup> Sheriff - Hampshire ss. the foregoing Execution with the proceedings thereon aforesaid was returned at the return Day thereof and by Deputie of the Creditor entered with y<sup>e</sup> Records of Executions of the Court aforesaid the third Day of August 1768 and examined by W<sup>m</sup> Williams Cler



Hampshire George the Third by the Grace of God of Great Britain France and Ireland King Defender of the faith &c To the Sheriff of our County of Hampshire  
his Under Sheriff or Deputy Greeting. Whereas George Pyncheon of Springfield VanHorne  
in our County of Hampshire Gentleman By the Consideration of our Justice of  
our Inferiour Court of Common pleas holden at Springfield for and within our  
County of Hampshire aforesaid on the Third Tuesday of May last past recovered  
Judgment against Aaron VanHorne of Springfield aforesaid yeoman for the Sum  
of Twelve pounds one Shilling and Eight Pence lawful money Damages and one  
pound Seven Shillings and four pence Costs of Suit as to us appears of record  
whereof Execution remains to be done; We Command you therefore that of the  
Goods Chattels or Lands of the said Aaron VanHorne within your precinct you  
cause to be paid and satisfied unto the said George Pyncheon at the Value thereof in  
money the aforesaid Sum with one Shilling and ten pence for this Writ and thereof  
do to satisfy yourself for your own fees. And for want of Goods Chattels or Lands  
of the said Aaron to be by him shewn unto you or found within your precinct to the  
Acceptance of the said George to satisfy the Sum aforesaid: We Command you to take  
the body of the said Aaron and him commit unto our Goal in Springfield in our  
County of Hampshire aforesaid and detain in your Custody within our said Goal  
until he pay the full Sum above mentioned with your fees or that he be discharge  
by the said George the Creditor or otherwise by order of Law. Hereof fail not, and  
take return of this Writ, with your doings therein into our said Inferiour Court of  
Common pleas to be holden at Springfield within our County of Hampshire aforesaid  
on the Last Tuesday of August next. Witness Israel Williams Esq at Hatfield the 7<sup>th</sup>  
day of June in the Sixth year of our Reign Annoque Domini 1766. W<sup>m</sup> Williams Clerk  
the Creditor hath filed Certificate of his having taken the Oath by Law required to  
entitle him to this Writ At W<sup>m</sup> Williams Clerk Hampshire June 24<sup>th</sup> 1766 Then  
Caleb Parsons Samuel Ely and Benjamin Leonard Junr. personally appeared and made  
Oath that they would faithfully & impartially appraise such real estate of the within named  
Aaron VanHorne as should be shewn them to satisfy this Execution and all fees before John  
Worthington Just. Pac<sup>t</sup> Hampshire June 24<sup>th</sup> 1766, We the Subscribers after being  
sworn as aforesaid and having viewed and considered the Value of a Tract of Land  
lying on the West Side of Connecticut River in Springfield aforesaid containing  
one Acre and a half and bounded Southerly on Other Land of the said Aaron VanHorne  
westerly on the High Way northerly on three quarters of an Acre of Land lately belonging to  
the said Aaron this Day delivered to Moses Church on an Execution in his favour and  
easterly on Land of Caleb Parsons extending from the High Way so far westerly as Caleb  
Parsons's land and from the 1<sup>st</sup> three quarters of an Acre now Moses Church's extending so  
far Southerly as to make up an Acre and an half shewn us by the said George Pyncheon  
the said Aaron's estate to satisfy this Execution and all fees do upon our oaths  
swear that the same acre and an half of Land is in our Judgment worth fourteen pounds  
fifteen Shillings and four pence lawful money and no more Caleb Parsons Sam<sup>l</sup>  
Ely Benjamin Leonard Junr Hampshire June 24<sup>th</sup> 1766 The above named  
George Pyncheon thinking fit to levy on the real Estate of the aforesaid Aaron Van  
Horne to satisfy this Execution and the Judgment therein mentioned and all fees on  
the 24<sup>th</sup> day of June 1766 caused Caleb Parsons Samuel Ely & Benjamin Leonard  
Junr. all of Springfield in said County yeomen and freeholders there and indifferent  
and discreet men to be sworn before John Worthington Esq a Justice of the peace in and  
for the same County faithfully and impartially to appraise such real estate of the  
aforesaid Aaron VanHorne as should be shewn them to satisfy this Execution and all  
fees The said Benjamin Leonard Junr. being chosen by the said George and the s<sup>r</sup> Caleb  
Parsons



Pyncheon  
in  
Yanbourn

Parsons being chosen by the said Aaron and the said Samuel Ely being appointed  
by me for the purpose aforesaid. And the aforesaid one acre and an half of Land in Springfield  
aforesaid being shewn as the said Aaron's Estate by the J. George the said Caleb Parsons  
Samuel Ely and Benjamin Leonard Junr. appraised the same on their oath at fourteen  
pounds sixteen Shillings and four pence lawful money and set out the same by the  
metes and bounds aforesaid to satisfy this Execution and all fees as by their return  
above also appears and on the said 24<sup>th</sup> day of June I levied this Execution on the same  
one acre and half of Land and delivered the said George Pyncheon Licit and Possession  
thereof to satisfy this Execution and all fees in the Whole amounting to fourteen pounds  
sixteen Shillings and four pence lawful money Moses Miller Sept. 3<sup>th</sup> 1766  
Hampshire p. Springfield Sept. 30<sup>th</sup> 1766 Recd. and Registered in Lib. B for Registering  
Executions in said County page 9<sup>th</sup> & Examined by Edw. Pyncheon Recd.  
Hampshire p. Recd. and tere the 10<sup>th</sup> day of August 1768 with the aforesaid Court record  
of Executions and Examined by W. Williams Cler

Idem  
27  
Day

Hampshire p. George the Third by the grace of God of Great Britain France and  
(L.S.) Ireland King Defender of the faith &c. To the Sheriff of our County of Hamp-  
shire his Under Sheriff or Deputy Greeting. Whereas George Pyncheon of Springfield  
in our County of Hampshire Gentleman, By the Consideration of our Justices of our  
Inferiour Court of Commonpleas holden at Springfield for and within our  
County of Hampshire aforesaid on the Third Tuesday of May current recovered  
Judgment against Samuel Day late of Wilbraham in our County of Hampshire  
aforesaid Gentleman for the Sum of Twenty five pounds nineteen Shillings and ten pence  
half penny lawful money Debt and one pound six Shillings and eight pence of  
like money Costs of Suit as tous appears of Record whereof Execution remains to  
be done: We Command you therefore that of the good Chattels or Lands of the said Sam<sup>l</sup>  
within your precinct you Cause to be paid and satisfied unto the said George at  
the Value thereof in money the aforesaid Sum with one Shilling & eleven pence  
more for this Writ the Oath &c And thereof also to satisfy yourself for your own  
fees. And for want of Good Chattels or Lands of the said Samuel to by him shewn  
unto you or found within your precinct to the acceptance of the said George to satisfy  
the Sum aforesaid We Command you to take the body of the said Samuel and him  
commit unto our Goal in Springfield in our County of Hampshire aforesaid &  
detain in your Custody within our said Goal until he pay the full Sum above-  
mentioned with your fees or that he be discharged by the said George the Creditor or  
otherwise by order of Law. Hereof fail not and make Return of this Writ with your  
Doings therein into our said Inferiour Court of Commonpleas to be holden at Spring-  
field within our County of Hampshire aforesaid upon the last Tuesday of August next.  
Witness Israel Williams Esq at Hatfield the 25<sup>th</sup> Day of May in the Seventh year of  
our reign Annoque Domini 1767 W. Williams Cler. The Creditor hath filed  
Certificate of his having taken the oath by Law required to intitile him to this Writ  
Attest W. Williams Cler. Hampshire p. June 5<sup>th</sup> 1767 Then Mess<sup>rs</sup> Samuel  
Ely and Levi Ely yornen and Justin Ely Gent<sup>l</sup> all of Springfield in s<sup>d</sup> County &  
freeholders there appeared and made Oath that in making an appraisement of  
such real Estate of the aforesaid Samuel Day as should be shewn them in order  
to satisfy the contents of the above Execution they would act impartially & indiffer-  
ently therein according to their best Skill and Judgment. Coram Edw. Pyncheon  
Just. Jui. Hampshire p. June 5<sup>th</sup> 1767 We the Subscribers after having been sworn  
as within mentioned and having viewed and considered the Value of a tract of Land  
in Springfield aforesaid containing one acre & 132 rods bounded as follows westerly  
on land lately the Rev. Joseph Lethrop's now Maj<sup>r</sup> Benjamin Day's running  
from the Street northerly twenty rods bounded on the North Side by Land of John Taylor  
southerly



Southwily on the wide Street leading westerly from the meeting house on the west side of the River in Springfield extending from the westernmost line of said Land seventeen Rods easterly so as to come near to a barn standing on said Lot and so far as to make up the Quantity of Land above described shewn us by Mr Moses Blip attorney to the said George Pyncheon as the Estate of the within named Samuel to satisfy this Execution down our Oath say that the same tract of Land is in our Judgment worth twenty two pounds sixteen shillings and two pence lawful money and no more Samuel Ely & Seal Levi Ely and a Seal Justin Ely and Seal. Hampshire June 5<sup>th</sup> 1767 by The above named George Pyncheon thinking fit to levy on the real Estate of the within named Samuel Day to satisfy this Execution and the Judgment therein mentioned in part and all fees on this fifth day of June instant caused Justin Ely Gent. Samuel Ely yeoman and Levi Ely yeoman all of Springfield in the County of Hampshire freeholders there and indifferent and discreet men to be sworn before Edward Pyncheon Esq. a Justice of the peace in and for the same County faithfully and impartially to appraise such real Estate of the aforesaid Samuel Day as should be shewn them to satisfy this Execution and all fees if said Justin Ely being chosen by the said George Pyncheon and the said Samuel Ely & Levi Ely appointed by me for the purpose aforesaid the said Samuel Day not being cause to choose any person and the aforesaid Tract of Land containing one acre and an hundred & thirty two rods bounded as aforesaid being shewn by the said George's Attorney Moses Blip above named as the said Samuel Day's Estate the said Justin Ely Samuel Ely and Levi Ely appraised the same upon their Oath at twenty <sup>two</sup> pounds sixteen shillings and two pence lawful money and set out the same by the notes and bounds aforesaid to satisfy this Execution in part viz for the sum of twenty one pounds sixteen shillings and two pence and all fees (the fees being nineteen shillings and ten pence) as by their Return above also appears and on this same fifth day of June I levied this Execution on the same tract of Land and delivered the said Moses Blip Attorney to the said George as aforesaid for the use of the said George Seisin and Possession thereof to satisfy this Execution in part viz for the said sum of twenty one pounds sixteen shillings and two pence and all fees W<sup>m</sup> Pyncheon Junr. Deput. Sher. Hampshire. Springfield Jan 5<sup>th</sup> 1768 Recd. and registered N<sup>o</sup> B. for Registering Executions in s<sup>d</sup> County page 29 & Att<sup>r</sup> Edw<sup>d</sup> Pyncheon Recd. Hampshire. August 10<sup>th</sup> 1768 Received and entered with the aforesaid Court records of Executions, at large, by desire of the Creditor Examined by W<sup>m</sup> Williams Cler.

Hampshire. George the Third by the Grace of God of Great of Great Britain France (Scotland) & Ireland King Defender of the faith &c. to the Sheriff of our County of Hampshire in Under Sheriff or Deputy greeting. Whereas Abel Cooley yeoman and Jacob Cooley Day woman both of Springfield in our County of Hampshire Executors of the last Will and Testament of Obadiah Cooley late of the said Springfield Gentleman deceased by the Consideration of our Justices of our Inferiour Court of Common Pleas holden at Springfield for and within our County of Hampshire aforesaid on the Third Tuesday of May instant Recovered Judgment against Samuel Day late of Wilbraham in our County of Hampshire aforesaid Gentleman for the sum of Ten pounds five shillings and ten pence one farthing lawful money Damages and one pound eight shillings & two pence of like money Costs of Suit as to us appears of Record whereof Execution remains to be done: We Command you therefore that of the goods Chattels or Lands of the said Samuel within your Precinct you cause to be paid & satisfied unto the said Executors at the Value thereof in money the aforesaid sum with one shilling and five pence more for this Writ and thereof also to satisfy yourself for your own fees. And for want of goods Chattels or Lands of the said Samuel to be by him shewn unto you or found within your precinct to the acceptance of the said Executors to satisfy the sum aforesaid: We Command you to take the body of the said Samuel and him commit unto our Goal in Springfield in our County



Cooley's  
Executors  
Day } County of Hampshire aforesaid and detain in your Custody within our said Court  
untill he pay the full sum abovementioned with your fees or that he be discharged  
by the said Executors who are in this Capacity the Creditors, or otherwise by order of  
Law - hereof fail not, and make return of this Writ with your doings therein into our  
said Inferiour Court of Common Pleas to be holden at Springfield within our County  
of Hampshire aforesaid upon the last Tuesday of August next. Witness Israel Williams  
Jury at Hatfield the 25<sup>th</sup> day of May in the seventh year of our reign Annoque  
Domini 1767. W<sup>m</sup> William Cler Hampshire s<sup>r</sup> June 5<sup>th</sup> 1767. Then Messieurs  
Samuel Ely Levir Ely & Justin Ely yeomen all of Springfield in said County & freeholders  
there appeared and made solemn oath that in appraising such real Estate of the within  
named Samuel Day as should be shewn them in order to satisfy this Execution they w<sup>d</sup>  
act impartially and indifferently therein according to their best Skill and Judgment  
foram Edw<sup>d</sup> Pyncheon Just. Pac. Hampshire s<sup>r</sup> June 5<sup>th</sup> 1767 We the subscribers after  
having been sworn as within mentioned and having viewed & considered the Value of a tract  
of Land in Springfield in the County aforesaid containing one hundred & eight rods of  
Land and bounded as follows Beginning at the Southeast Corner of John Taylor's land in  
Rampogue Street and thence running South on said Street eight rods and from the first  
boundary at J<sup>r</sup> John Taylor's Corner running west on said Taylor's land thirteen rods and a  
half and thence running south eight rods near the northwest corner of the barn in the  
Possession of Joseph Bedortha ~~the~~ 2<sup>d</sup> and thence running easterly to the said Rampogue  
Street eight rods south of said John Taylor's Corner shewn to us as the Estate of the within  
named Samuel Day by Abel Cooley one of the Executors within named do appraise  
& estimate the same at the sum of eight Pounds fifteen Shillings and Six pence lawful  
money witness our hands and Seals this 5<sup>th</sup> Day of June Anno Dom 1767 Samuel  
Ely (Seal) Levir Ely & (Seal) Justin Ely & (Seal) Hampshire s<sup>r</sup> June 5<sup>th</sup> 1767 -  
The above named Abel Cooley one of the Creditors within mentioned thinking fit to levy  
on the real Estate of the within named Samuel Day to satisfy this Execution & the judg-  
ment therein mentioned in part and all fees on the fifth Day of June instant caused  
Justin Ely Gent. Samuel Ely and Levir Ely yeomen all of Springfield in s<sup>d</sup> County  
of Hampshire and freeholders there and indifferent and discreet men to be sworn before  
Edward Pyncheon Esq a Justice of Peace in and for the same County faithfully and  
impartially to appraise such real Estate of the aforesaid Samuel Day as should be  
shewn them to satisfy this Execution in part and all fees the J<sup>r</sup> Justin Ely being chosen  
by the said Abel Cooley and the said Samuel Ely & Levir Ely appointed by me for the  
purpose afores<sup>d</sup> the said Samuel Day not seeing cause to choose any person And the afores<sup>d</sup>  
tract of Land containing one hundred and eight rods bounded as afores<sup>d</sup> - being shewn  
by the said Abel Cooley above named as the Estate of the said Samuel Day the said  
Justin Ely Samuel Ely & Levir Ely appraised the same upon their oaths at the sum  
of eight Pounds fifteen Shillings and Six pence lawful money and set out the same  
by the meter and bounds aforesaid to satisfy this Execution in part viz for the sum of  
eight Pounds five Shillings and eight pence and all fees (the fees being nine Shillings  
& ten pence) as by their return also above appears and on the said fifth Day of June  
I levied this Execution on the same tract of Land and delivered the said Abel Cooley  
Justin and Possession thereof to satisfy this Execution in part viz for the sum of eight  
Pounds five Shillings and eight pence and all fees W<sup>m</sup> Pyncheon Just. Dept. Shers  
Hampshire s<sup>r</sup> Springfield March 12<sup>th</sup> 1768 Rec<sup>d</sup> and Registered in Book N<sup>o</sup> 13  
for registering of Executions in s<sup>d</sup> County page 42 & examined by Edw<sup>d</sup> Pyncheon Reg<sup>r</sup>  
Hampshire s<sup>r</sup> August 10<sup>th</sup> 1768 Rec<sup>d</sup> and entered with the afores<sup>d</sup> Court's records of Exec<sup>s</sup>  
and examined by W<sup>m</sup> William Cler



37-

Hampshire s. George the Third by the Grace of God of Great Britain France and  
(S) Ireland King Defender of the Faith &c. To the Sheriff of our  
County of Hampshire his Under Sheriff or Deputy Greeting —  
Whereas William Rogers of Greenwich in our County of Hampshire  
aforesaid yeoman by the Consideration of our Justice of our Inferiour Court  
of Common Pleas holden at Northampton within and for our County of  
Hampshire aforesaid by Adjournment on the third Tuesday of March last  
past rewerd Judgment against William Jones late of Hadley in our County  
of Hampshire yeoman for the Sum of Six pounds nineteen Shillings and  
three pence two farthings lawful money Debt and two pounds seven Shillings  
and three pence Corts of Suit as to us appears of Record whereof Execution  
remains to be done We Command and You therefore that of the Goods, Chattels  
or Lands of the said William Jones within your precinct you cause to be paid  
and satisfied to the said William Rogers at the Value thereof in money the  
foresaid Sum with one Shilling & Seven pence more for this Writ the oaths  
and thereof also to satisfy yourself for your own fees. And for want of goods  
Chattels or Lands of the said William Jones to be by him shewn unto you  
or found within your precinct to the acceptance of the said William Rogers  
to satisfy the Sum aforesaid. We Command you to take the body of the  
William Jones and him Commit unto our Goal in Springfield in our County  
of Hampshire aforesaid and detain in your Custody within our Goal  
until he pay the full Sum abovementioned with your fees or that he be  
discharged by the said William Rogers the Creditor or otherwise by order  
of Law. If he fail not and make return of this Writ with your Doings therein into  
our said Inferiour Court of Common Pleas to be holden at Springfield  
within our County of Hampshire aforesaid upon the Third Tuesday of May  
next. Witness Israel Williams Esq. at Hatfield the eleventh day of April  
in the eighth year of our reign Annoque Domini 1768. W<sup>m</sup> Williams Cler  
The Creditor hath filed Certificate of his having taken the Oath by Law  
required to intitle him to this Writ. Att<sup>r</sup> W<sup>m</sup> Williams Cler

Hampshire s. April 15<sup>th</sup> 1768 then by Order of the Creditor I levied this Execu-  
tion on the real Estate of the within named William Jones in a certain Tract of Land  
in that part of Hadley meadow called Aqua Vita bounded east on Land of Mearns  
Porter by west on part of the same original Lot belonging to John Dickinson  
North on a High Way, South on the Great River which estate was first appraised  
for the same purpose by Eliakim Smith (chosen by the Creditor & Wm<sup>o</sup> Colth  
& Ezekiah Hubbard chosen by myself (the Debtor not being to be found) all said  
Appraisers being disreect and indifferent men and freeholders within the same  
county and duly sworn for the same purpose who appraised the said William  
Jones' estate in said Lands (being an estate for the life of said Jones of which  
they were informed by me at the same time that the said Land was shewn  
unto them) at ten pounds fifteen Shillings and seven pence <sup>two farthings</sup> and no more &  
set out the same by meter and bounds which said appraised Sum was sufficient  
to satisfy this Execution and all fees in the following manner viz to satisfy the  
Judgment and Cort of Execution the Sum of nine pounds eight Shillings & five  
pence two farthings to satisfy my fees nine Shillings and eight pence to satisfy  
the Creditor's fees of Travel and attendance to take Tieser six Shillings for the port  
of the Appraisers four Shillings and six pence, for of swearing appraisers one  
Shilling, for fees of Recording the Exec<sup>n</sup> Return &c six Shillings, said Sum in the  
whole amounting to the Sum of ten pounds fifteen Shillings & seven pence two farthings and



Rogers } And I delivered Seisin and Possession of said Estate to Simeon Strong  
Jones- } attorney of the Creditor for that Purpose appointed and empowered, who in  
behalf of the Creditor received the same in full Satisfaction of this Execution &  
all fees - Sol.<sup>r</sup> Boltwood Deft. Ther - We the Subscribers being chosen ap-  
pointed & sworn to appraise certain real Estate of William Jones late of Had-  
ley to satisfy an Execution against the said William in favour of William  
Rogers of Greenwich in the County of Hampshire have accordingly on this  
fifteenth day of April A.D. 1768 appraised the said William's real Estate in a  
certain tract of Land in that part of Hadley meadow called aqua Vitae bound-  
ed last on Land of Eleazer Porter by west on part of the same original Lot  
belonging to John Dickinson North on a Highway South on the Great River  
which said Estate of the said William we appraised at ten pounds fifteen  
Shillings and seven pence two farthings and no more and have set out the  
same by meters and bounds according to Law in Witness whereof we set to our  
hands and Seals the day and year above written - Eliakim Smith & Seal  
Hosekiah Hubbard & Seal Benj<sup>d</sup> Colt and Seal - Hampshire s. April 15<sup>th</sup>  
1768 Then the within mentioned Appraisers were sworn faithfully and impartially to  
appraise the within described real Estate for the Purpose within mentioned  
before Eleaz<sup>r</sup> Porter Justice of the Peace - Know all men by these presents that I  
William Rogers of Greenwich in the County of Hampshire yeoman do hereby  
constitute and appoint Simeon Strong of Amherst in the same County Gent<sup>l</sup>  
my lawful Attorney in my name place and stead to take and receive Seisin &  
Possession of all such Land of William Jones late of Hadley on which my Verdict  
on the Judgement recovered by me against said Jones at the Inferiour Court last  
holden by Adjournment at Northampton within and for said County is or may be  
executed levied or intended, empowering hereby my said Attorney to do & perform  
all such Acts as are necessary to be done in order to the satisfying the said Execution of  
the real Estate of the said Jones, or which I myself might or ought to do if personally  
present at the levying of the same - In Witness whereof I set to my hand & Seal  
this eighth day of April A.D. 1768. W<sup>m</sup> Rogers and Seal - Signed Sealed & Delivered  
in presence of - Robert Cutler, Sol.<sup>r</sup> Boltwood - Hampshire s. Springfield May  
17<sup>th</sup> 1768 Recd. and registered in book N<sup>o</sup>. B. for registering Executions page 40<sup>th</sup>  
Att<sup>r</sup>. Edw<sup>d</sup>. Dymon Register - Hampshire s. Last Tuesday of August 1768 -  
recd. & entered with the afores<sup>d</sup> Court Records of Executions from the Originals & Examined  
by W<sup>m</sup> Williams Cler -

Chauncy } Hampshire s. George the Third by the Grace of God of Great Britain France and  
Lundum } Ireland King Defender of the Faith &c. To the Sheriff of our County of  
Hampshire his Under Sheriff or Deputy Greeting - Whereas Josiah Chauncy of  
Amherst in our County of Hampshire Esq. by the Consideration of our Justices  
of our Inferiour Court of Common Pleas holden at Northampton within and  
for our County of Hampshire aforesaid by Adjournment on the Third Tuesday  
of March instant recovered Judgement against William Jones late of Hadley  
in our County of Hampshire aforesaid yeoman for the Sum of four pounds  
three Shillings and six pence one farthing lawful money Damages and one  
pound fourteen Shillings of like money both of Suit as to us appears of Record  
whereof Execution Remains to be done, We Command you therefore that of the  
Goods Chattels or Lands of the said William Jones within your precinct you  
cause to be paid and satisfied unto the said Josiah Chauncy Esq. at the Value  
thereof in money the afores<sup>d</sup> Sum with one Shilling and eleven pence more for  
this Writ the Costs &c. and thereof also to satisfy yourself for your own fees -  
and -



And for Want of Good Chattels or Land of the said William to be by him shewn unto you or found in your precinct to the acceptance of the said Josiah to satisfy of the sum aforesaid. We command you to take the body of the said William and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal until he pay the full sum above mentioned with your fees or that he be discharged by the said Josiah the Creditor or otherwise by Order of Law. Hereof fail not and make Return of this Writ with your Doings therein into our said Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the third Tuesday of May next. Witness Irad Williams my at Hatfield the 23<sup>d</sup> day of March in the eighth year of our reign Annoque Domini 1768 W<sup>m</sup> Williams Clk

The Creditor hath taken the Oath by Law required to intitle him to this Writ At W<sup>m</sup> Williams Clerk (Hampshire p. April 15<sup>th</sup> 1768) Then I levied this Writ by order of the Creditor on two Ares and an half of Land being the Estate of the within named William Jones described and bounded as follows viz lying in Hadley and in the Great meadow near the meadow Gate bounded East on Land of John Dickinson which was formerly a part of the same lot South on a High Way north on Land of Elisha Porter and extending from said John Dickinson's lot between the said northern and Southern limits so far west as to make the said Quantity of two Ares and an half which said Land was first appraised for the same purpose by Benjamin Colt Eliakim Smith and Hzekiah Hubbard all indifferent and discreet men and all being freeholders within the same County and all duly sworn to make a faithful and impartial appraisement of such real Estate of the within named W<sup>m</sup> Jones as should be shewn to them for the same purpose (which S<sup>r</sup> Hzekiah Hubbard was chosen by the Creditor and the said Benjamin Colt & Eliakim Smith were chosen by me the Debtor not being to be found) which S<sup>r</sup> Appraisers the said Land being shewn to them by me for the purpose aforesaid appraised the said William's Estate therein (being an Estate for the life of the said William of which said Appraisers were by me informed) at six pounds fourteen Shillings nine pence two farthings one mow and set out the same by miles & bounds of which sum five pounds nineteen Shillings & five pence one farthing is to satisfy the Judgment and Cost of the Incursion and the sum of seven Shillings ten pence for my own fees and the sum of three Shillings ten pence for the Creditor's fees of travelling ten miles & spending a day to take Seizin and the sum of four Shillings & six pence for the Cost of Appraisers said sums amounting in the whole to the sum of six pounds fourteen Shillings & nine pence two farthings & I then delivered Seizin and Possession thereof to the Creditor who being personally present accepted the same in full Satisfaction of this Execution and all fees - Sol<sup>r</sup> Mottwood Sept. Sher. We the Subscribers being chosen appointed & sworn to appraise certain Real Estate of William Jones late of Hadley in the County of Hampshire yeoman to satisfy an execution against him in favour of Josiah Chauncy of Dorchester in said County Esq have accordingly on this 15<sup>th</sup> day of April AD 1768 appraised the said William Jones' Real Estate in a certain Tract of Land of the said William in Hadley aforesaid and in the Great meadow near the meadow Gate bounded East on Land of John Dickinson which was formerly a part of the same lot South on a High Way North on Land of Elisha Porter and extending from said John Dickinson's lot between the said Northern and Southern Limits so far west as to make the Quantity of two Ares and an half which said Estate we appraised at six Pounds



pounds, fourteen shillings and nine pence two farthings and no more and have  
County } set out the same by meter and bounds in witnes whereof we have set to our  
Jury or } hands and seals the day and year above written. Eliakim Smith & Seal  
Jones ~ } Heretiah Hubbard and Seal Benjamin Colt and Seal - Hampshire  
April 15<sup>th</sup> 1768 Then the within named Appraisers were sworn faithfully  
and impartially to appraise the within mentioned real Estate for the within  
mentioned Purpose before Eleaz. Porter Just. Pac. Hampshire  
Springfield May 17<sup>th</sup> 1768 Recd. and Registered in book N<sup>o</sup>. 13 for registering  
Execution in S. County page 50. & Examd. by Edw. Pymonham Reg.  
Hampshire J. Last Tuesday of Aug<sup>r</sup> 1768 recd. and entered with the  
afores. Court's records of Executions from y<sup>e</sup>. Originals & Examd. by W. Williams Cler.

Henry } Hampshire J. George the Third by the Grace of God of Great Britain France and  
Jury } Ireland King Defender of the faith &c. To the Sheriff of our County of  
Johnson } Berkshire his Under Sheriff or Deputy Greeting - Whereas Robert Henry of  
Albany in our County of Albany in our Province of New York merchant By the  
Consideration of our Justices of our Inferiour Court of Common Pleas holden  
at Springfield within and for our County of Hampshire aforesaid on the third  
Tuesday of May last past reversed Judgment against Asa Johnson of Williams-  
town in our County of Berkshire aforesaid year ran for the sum of one hundred  
and forty one Pounds Eleven Shillings Eleven Pence half penny lawful money  
Debt and three Pounds Seven Shillings of like money Cost of Suit as to us ap-  
pears of record whereof Execution remains to be done, we Command you  
therefore that of the Goods Chattels or Lands of the said Asa within your precinct  
you cause to be paid and satisfied unto the said Robert at the Value thereof  
in money the aforesaid sum with one Shilling & five pence for this Writ and  
thereof also to satisfy yourself for your own fees - And for want of Goods Chattels  
or Lands of the said Asa to be by him shewn unto you or found within your  
precinct to the acceptance of the said Robert to satisfy the sum aforesaid  
We Command you to take the body of the said Asa and him commit unto  
our Goal in Great Barrington in our County of Berkshire aforesaid and  
detain in your custody within our said Goal until he pay the full sum  
above mentioned with your fees or that he be discharged by the said Robert  
the Creditor or otherwise by order of Law. hereof fail not and make return of  
this Writ with your doings therein unto our said Inferiour Court of Common  
Pleas to be holden at Northampton within our County of Hampshire aforesaid  
upon the second Tuesday of November next - Witnes Irael Williams Esq. at  
Springfield the second day of September in the eighth year of our reign Anno-  
que Domini 1768. W. Williams Cler. Berkshire J. Williams town  
Sept. 21<sup>st</sup> 1768 Me<sup>s</sup>. Samuel Kellogg, Richard Stratton & Jonathan Meacham  
made Solemn Oath that in appraising such real Estate as should be shewn  
them for satisfying this Exec<sup>n</sup> they would act faithfully & impartially accord-  
ing to the best of their Skill and Judgment. Ez<sup>r</sup>. Mark Hopkins Just. Pac.  
Berkshire J. Sept. 21. 1768. The within named Asa Johnson not being able or  
willing to satisfy this Exec<sup>n</sup> or any part thereof by money or other personal  
Estate and the said Robert Henry being willing & choosing to have this Execution  
levied on the real Estate of the said Asa I levied this same Execution accordingly  
on the Land of the said Asa hereafter described viz on that part of the first fifty one  
Lot Number thirty five on which the said Asa now lives and was drawn the  
original Map lot or Right Number thirty Seven, which lies east of the road



or Highway that leads from Williamstown meeting house to Downall so called with the barn standing on the same said land being in Williamstown in the said County of Berkshire said Piece of Land levied upon as aforesaid & lying easterly of said Highway is supposed to contain thirty Ares be the same more or less -

I also levied this Execution on one other Tract of land in said Williamstown lying on the West Side of the said Highway leading to the s<sup>d</sup> Downall and is part of the said fifty are lot Number thirty five described thus, beginning at the north side of the same lot and from thence running southerly bounding east on said Highway & West by the brook so far as to contain ten Ares and one half. And I then caused Samuel Kellogg chosen by the said Asa Richard Stratton chosen by the attorney to the said Robert and Jonathan Meacham chosen by myself (being three indifferent discreet men and freeholders in the said County of Berkshire) to be sworn as before certified which said three men being chosen and sworn as aforesaid faithfully to appraise the land aforesaid appraised the said tract of land lying east of said Highway as aforesaid with the barn on the same at the sum of one hundred & twenty pounds and the other tract lying west of the said Highway at the sum of twenty eight pounds nineteen shillings and eight pence half penny the whole being in full satisfaction of this Execution and all the costs and fees & I then delivered & possession of the said Pieces of Land to Mark Hopkins by attorney to the s<sup>d</sup> Robert Henry for his use according to Law.

John Mosey Dep<sup>t</sup> Sher<sup>t</sup>  
Collecting fees ----- £1. 15. 5.  
Travelling fees ----- " 9. 2  
Attys fees for taking possession - " 10. 0.  
Swearing the appraisers ----- " 1. 0.  
Appraisers fees ----- " 3. 9.  
Damages and Costs ----- 145. 0. 4 1/2  
Sept<sup>r</sup> 21. 1768 We the subscribers chosen & sworn as aforesaid appraised the pieces of Land above described at the sums above mentioned Witness our hands - Richard Stratton Jon<sup>s</sup> Meacham Sam<sup>l</sup> Kellogg  
148. 19. 0. 7/2 Berkshire s<sup>r</sup> Great Barrington Sept. 21. 1768  
Rec<sup>d</sup> and recorded in the records of Deeds &c for the said County of Berkshire Lib<sup>o</sup> N<sup>o</sup> 5<sup>o</sup> fol<sup>o</sup> 827<sup>o</sup> & Mark Hopkins Reg<sup>r</sup> Hampshire s<sup>r</sup> Hatfield 29<sup>th</sup> Sept 1768 Rec<sup>d</sup> and recorded with the afores<sup>d</sup> Courts records of Executions from the Originals and Exam<sup>d</sup> by W<sup>m</sup> Williams Cler<sup>k</sup>

Hampshire s<sup>r</sup> George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c To the Sheriff of our County of Berkshire by or under Sheriff or Deputy Greeting. Whereas at our Inferiour Court of Common Pleas holden at Springfield within and for our County of Hampshire on the last Tuesday of August in the sixth year of our Reign Oliver Partridge of Hatfield in our said County of Hampshire by recovered Two thousand and two pounds two shillings and eleven pence lawful money debt and two pounds five shillings and four pence Cost of Suit against Eleanor Gunn of Great Barrington in our County of Berkshire aforesaid Widow and Relict of Stephen Gunn late of the said Great Barrington Gent<sup>l</sup> deceased and administratrix of the Goods and Chattels of s<sup>d</sup> Stephen said Stephen and to be levied and made of the Goods and Chattels of the s<sup>d</sup> Stephen that were in her hands and under her administration And the same Oliver afterwards sued out our Writ of Execution in due form of Law in order to levy and collect the sum by him recovered as aforesaid directed to the Sheriff of our County of Berkshire &c Who returns that he can find none of the Goods or estate of the said Stephen in her hands Whereupon the said Oliver afterwards viz at our Inferiour Court of Common Pleas holden at Springfield aforesaid on the last Tuesday of August last (having suggested to us in our said Court that the said Eleanor had wasted the Goods of the said Stephen which had been in her hands) Upon his Suit there brought by the



Partridge  
Esq<sup>r</sup>  
or  
Gunn

By the Consideration of our said Court Reversed Judgment that he the said  
Oliver might have our Writ of Execution in due form of Law against the said  
Eleanor for the sum of two Thousand and four pounds six Shillings and three  
pence of lawful money Debt and three pounds two Shillings and eight pence  
of like money of her own proper Goods and Estate to be levied and made as to the  
appears of Record Whereof Execution remains to be done We Command You  
therefore that of the Goods Chattels or Lands of the said Eleanor Gunn within your  
Precinct ~~to be paid~~ <sup>to be paid</sup> ~~into the said Oliver Partridge~~ <sup>into the said Oliver Partridge</sup> by at the Value thereof in  
money the aforesaid sum being £2007. 8. 11 in the whole with one Shilling Eleven  
pence for this Writ the Oath &c And thereof also to satisfy yourself for your own  
fees. And for want of Goods Chattels or Lands of the said Eleanor to be ~~up~~ by him  
(it sh<sup>d</sup> have been, her,) Shewn unto you or found within your Precinct to the Accep-  
tance of the said Oliver to satisfy the sum aforesaid We Command you to  
take the body of the said Eleanor and her Cornmet unto our Goal in Great  
Barrington in our County of Berkshire aforesaid and detain in your custody  
within our said Goal until he pay the full sum abovementioned with your  
fees or that he be discharged by the said Oliver the Creditor or otherwise by  
order of Law. Hereof fail not and make Return of this Writ with your Doings  
therein into our said Inferiour Court of Common Pleas to be holden at  
Northampton within our County of Hampshire aforesaid upon the second  
Tuesday of November next. Witness Israel Williams Esq<sup>r</sup> at Hatfield the  
29<sup>th</sup> day of September in the eighth year of our reign Annoque Domini  
1768 W<sup>m</sup> Williams Cler. The above named Creditor has taken the Oath  
by Law required to intitle him to take out this Writ Attest W<sup>m</sup> Williams Cler

Berkshire p. Oct<sup>r</sup> 14<sup>th</sup> 1768 Then Mess<sup>rs</sup> Samuel Brown John Taylor  
and Daniel Phelps personally appeared and made solemn oath that in  
appraising such real Estate as should be shewn them to satisfy this Exec<sup>n</sup>  
they would act faithfully and impartially according to the best of their  
Skill and Judgment Vizam Tim<sup>o</sup> Woodbridge Just<sup>o</sup> peace.

Berkshire p. Oct<sup>r</sup> 15<sup>th</sup> the within named Eleanor Gunn not  
being able or willing to satisfy this Execution by money or Specie and the  
Creditor not finding any personal Estate to satisfy the same has therefore  
thought fit to levy this Execution on the real estate of ~~the~~ said Eleanor &  
accordingly levied this on two Certain Tracts of Land in Lenox in the County  
of Berkshire tendered to me by James Gray Jun<sup>r</sup> Gent<sup>l</sup> Attorney to the Cred<sup>r</sup>.  
One of which Tracts is the Lot number twelve in the first Division of that part  
of said Lenox formerly called Yohun town containing by Estimation one  
hundred Acres be the same more or less The other Tract is part of the Lot  
Number two in the second Division of that part of said Lenox formerly  
called Yohun town is bounded thus East on the east Line of said Lot North  
on the north Line of said Lot West on the West Line of said Lot and to extend  
so far South as to include forty Acres the South Line of said forty acres to  
run parallel with the South Line of said Lot And I caused Mess<sup>rs</sup> Samuel  
Brown chosen by said Attorney John Taylor and Daniel Phelps chosen by  
myself (having first notified and desired the above named Eleanor to choose  
one Appraiser which she wholly refused to do) They being three indifferent &  
discreet men and freeholders in the County of Berkshire to be sworn as above  
certified to the appraisement of the same Which said Appraisers did according-  
ly appraise the first abovementioned Tract at forty pounds the second tract  
last abovementioned at Ten pounds And I then gave L<sup>e</sup>isin & Possession of  
the same Tracts of Land to James Gray Jun<sup>r</sup> Gent<sup>l</sup> Attorney to the Creditor  
for



for his use towards satisfying this Execution - On the 19<sup>th</sup> Day of the same Oct.  
I seized this Execution on five Acres of Land in Great Barrington in the County  
of Berkshire tendered to me by said Attorney to the Creditor & bounded thus viz  
South on a Ditch West on Housatonnacks River North on the Rev. Madams's land  
and East on the mountain which last mentioned Tract of Land said appraisers  
appraised at forty pounds and I then gave Seisin and Possession of the same  
Tract to said Attorney to the Creditor for his use towards satisfying this Execution  
Samuel Brown Junr. Deft. Sher - We the subscribers being chosen &  
sworn to make Appraisement of the three Tracts of Land above described  
do appraise the same at the Prices above mentioned Witnes our hands  
Samuel Brown, John Taylor Daniel Phelps - By order of the Creditor  
I return this Execution satisfied but in part as above mentioned

Sheriff's fee for 70 miles travel to £2<sup>..</sup> 2<sup>..</sup> 8  
Appraisers fees - - - - - 1<sup>..</sup> 18<sup>..</sup> 0  
Just. fees for swearing Appraisers - 1<sup>..</sup> 0  
Attorney's fee for taking livery & seisin - 18<sup>..</sup> 0  
Surveyor for measuring - - - 7<sup>..</sup> 5<sup>..</sup> 0  
£5<sup>..</sup> 4<sup>..</sup> 8

Sam<sup>l</sup> Brown Junr Deft. Sher

Hampshire sh -  
This Execution was rec<sup>d</sup> before the  
Second Tuesday of November 1768  
and entered with & aforesaid Credit  
Rev. Dr of Executions & examin<sup>d</sup>  
by W<sup>m</sup> Williams Clerks -

Hampshire sh. George the Third by the Grace of Gods of Great Britain France & Ireland { Dewey's  
Seal. King Defender of the faith &c To the Sheriff of our County of Hampshire { Exec<sup>ts</sup>  
his Under Sheriff or Deputy Greeting - } Pease  
Whereas Sidiiah Dewey of Bennington in our County of Albany and Province of  
New York yeoman and Martin Dewey of Armenia in Dutchess county in our pro-  
vince aforesaid Executors of the last Will and Testament of Martin Dewey late of d<sup>n</sup>  
Armenia Gent<sup>le</sup> deceased by the Consideration of our Justices of our Inferiour Court  
of Common pleas holden at Springfield within and for our county of Hampshire  
aforesaid on the third Tuesday of May A.D 1768 recovered Judgment against Nath<sup>l</sup>  
Pease of Blanford in our County of Hampshire yeoman for the sum of two hundred  
and fifty four pounds five shillings and four pence one farthing lawful money debt  
and two pounds twelve shillings and eight pence Costs of Suit as to us appears of  
Record whereof Execution remains to be done We command you therefore that of the  
Goods Chattels or Lands of the said Nathaniel within your precinct you cause to be  
paid and satisfied unto the said Executors at the Value thereof in money the aforesaid  
sum being £256<sup>..</sup> 18<sup>..</sup> 0<sup>1</sup>/<sub>4</sub> in the whole with eight shillings and nine pence for  
this and five farthings With and thereof also to satisfy yourself for your own fees - &  
for want of such good, chattels or Lands of the said Nathaniel to be by him shewn  
unto you or found within your precinct to the Acceptance of the said Executors  
to satisfy the sum aforesaid We command you to take the body of the said  
Nathaniel and him commit unto our Goal in Springfield in our county  
of Hampshire aforesaid and detain in your custody within our said Goal -  
until he pay the full sum above mentioned with your fees or that he be dis-  
charged by the said Executors in this Capacity the Creditor or otherwise by order  
of Law Hereof fail not and make Return of this Writ with your Doings therein  
into our said Inferiour Court of Common pleas to be holden at Northampton  
within our County of Hampshire aforesaid upon the Second Tuesday of February  
next. Witnes Lordel William Esq at Hatfield the twentieth day of December in  
the tenth year of our Reign Annoque Domini 1769 W<sup>m</sup> Williams Cler  
Hamp.



Dewey's  
Executor  
vs  
Pease  
Hampshire s. January 5<sup>th</sup> 1770 Then personally appeared at Blanford in s<sup>c</sup>  
County Mr. Israel Gibbs Robert Black and William Carnathan persons mutually  
chofen by the plaintiff Creditor and Officer viz Jedidiah Dewey's attorney Mr. Jonas  
Tay Mr. Nathaniel Pease the Debtor and Mr. Selah Wright Sheriff's Deputy and gave  
solemn oath that in the appraising lands or estate of the said Nathaniel Pease as  
may be shewn them that would do it truly, justly and impartially according to  
their best Judgment and Skill - Coram Eldad Taylor Justis Pacis —

Hampshire s. 5<sup>th</sup> of Jan<sup>y</sup> AD 1770 Then by order and direction of Jonas  
Tay attorney to the within named Jedidiah Dewey of Bennington in s<sup>c</sup> County  
of Albany and Province of New York Clerk and Executor of the last will and  
Testament of Martin Dewey late of America precinct in Dutchess County Gent<sup>l</sup>  
deceased within named I levied this Writ of Execution on the above mentioned  
day on forty and five Acres of Land belonging to the within named Nathaniel  
Pease debtor within named and tendered to me by the said Tay as the real  
Estate of the said Pease the said Land were appraised by the following men  
viz<sup>t</sup> Israel Gibbs Robert Black and William Carnathan all freeholders  
in Blanford in the said County of Hampshire and chosen appointed & sworn  
according to Law to appraise the same and who appraised said fifty five  
Acres of Land to be worth two hundred and fifty seven pounds twelve shillings  
and nine pence one farthing in full satisfaction for this Writ with all the  
Costs attending the affair which will appear by the s<sup>d</sup> Appraisers appraisement  
annexed to this Writ and I then delivered Seisin and Possession of s<sup>d</sup>  
said fifty five Acres of Land to Jonas Tay above named the Creditor Att<sup>y</sup>  
who accepted the same in full satisfaction for this Writ Attest: Selah  
Wright Dep<sup>y</sup> Sheriff — Jan 5<sup>th</sup> 1770. Then I received of Selah Wright  
Deputy Sheriff Seisin and Possession of forty five Acres of Land in Blanford  
the Estate of the within named Nathaniel Pease I say received s<sup>d</sup> Land  
in full discharge of this Execution with all Costs of Jonas Tay in  
behalf of Jedidiah Dewey within named — We the Subscribers being duly  
sworn before Eldad Taylor Esq one of his Majesty's Justices of the Peace for the  
County of Hampshire justly and impartially to appraise a certain  
piece or parcel of Land the real Estate of Nathaniel Pease of Blanford as  
shewn and presented by him to us for appraisement to answer and satisfy  
an Execution obtained on the Third Tuesday of May at s<sup>c</sup> Springfield AD  
1768 by John Worthington Esq and attorney at Law at Springfield in favour  
of Jedidiah Dewey of Bennington in the County of Albany and Province  
of New York Clerk and Executor to the last Will and Testament of Martin  
Dewey late of America Precinct in Dutchess County Gentleman deceased  
We therefore by the Trust reposed in us and on the oath we have severally taken  
have and do appraise and set off unto Jonas Tay of Bennington as above  
in the County of Albany and Province of New York afores<sup>d</sup> Gent<sup>l</sup> s<sup>d</sup> empowered  
by Letter of Attorney from the above Jedidiah Dewey viz forty and five  
Acres of Land on the northwesterly part of the said Nathaniel Pease his  
homestead farm bounded and described viz Westerly on Blanford Town Street  
Northerly on Robert Henry his Land so far east as to include a certain living  
Spring of Water on or near the north east Corner of said piece of Land apprais<sup>d</sup>  
by us as afores<sup>d</sup> Thence Southerly by said Nathaniel Pease his Land to Land  
of William Pease thence on said William his Land to the bounds first  
mentioned which piece of Land is to extend from the said Town Street so far  
East



41

Last as to contain the aforesaid forty five acres which piece <sup>2<sup>d</sup></sup> said forty five acres { Dewey's  
We according to the Oath and Trust as aforesaid do judge and appraise said piece { Excoth  
of Land and set the same off to the said Jones at two hundred and fifty seven { or  
pounds Twelve Shillings and nine pence one farthing in full for Satisfaction  
for said Execution to which this present writing is annexed and for no more  
Witness our hands at said Blanford this 5<sup>th</sup> day of January A.D. 1770 —  
Israel Gibbs, Robert <sup>mark</sup> Blacks, William Carnackan —

Hampshire s. This writ was rec<sup>d</sup> the second Tuesday of February 1770 and  
entered with the aforesaid Court's Records of Executions from the originals the 23<sup>d</sup> day  
of March 1770 and examined — W<sup>m</sup> Williams Cler —

Hampshire s. George the Third by the Grace of God of Great Britain France { Stoddard  
Seal and Ireland King Defender of the faith &c To the Sheriff of our { or  
County of Hampshire his Under Sheriff or Deputy greeting — { Jly —

Whereas Prudence Stoddard of Northampton in our County of Hampshire  
Gentlewoman by the Consideration of our Justices of our Inferiour Court of Common  
Pleas holden at Springfield within and for our County of Hampshire aforesaid on  
the third Tuesday of May last recovered Judgment against Joel Ely of Spring-  
field aforesaid yeoman for the Sum of thirty pounds eighteen Shillings & four  
pence lawful money damages and one pound thirteen Shillings and two pence  
Costs of Suit as to us appears of Record whereof Execution remains to be done  
We Command you therefore that of the Goods Chattels or Land of the said Joel  
within your precinct you cause to be paid and satisfied unto the s<sup>d</sup> Prudence  
at the Value thereof in money the aforesaid Summs with one Shilling & ten pence  
more for this Writ & thereof also to satisfy yourself for your own fees. And for  
want of Goods Chattels or Land of the said Joel to be by him shewn unto you  
or found within your precinct to the acceptance of the said Prudence to satisfy y<sup>e</sup>  
Summs aforesaid. We Command you to take the body of the said Joel and him  
commit unto our Goal in Springfield in our County of Hampshire aforesaid  
and detain in your custody within our said Goal until he pay the full Summs  
above mentioned with your fees or that he be discharged by the said Prudence the  
Creditor or otherwise by order of Law. Hereof fail not and make Return of this Writ  
with your doings therein into our said Inferiour Court of common pleas to be  
holden at Springfield within our County of Hampshire aforesaid upon the  
last Tuesday of August next witness Israel Williams Esq at Hatfield the first  
day of June in the ninth year of our Reign Annoque Domini 1769 — W<sup>m</sup>  
Williams Cler — The Creditor abovesaid hath taken the oath required by Law  
to intitle him (by mistake, it sh<sup>d</sup> have been her) to this Writ, Att<sup>r</sup> W<sup>m</sup> Williams Cler.

Hampshire s. June 14<sup>th</sup> 1769 Then personally appeared before me the Subscriber  
one of his Majesty's Justices of the peace for said County of Hampshire Messieurs  
Jonathan White Abel Cooley & Justin Ely all of Springfield and freeholders in  
said County and made solemn oath that in appraising such real estate of y<sup>e</sup>  
aforesaid Joel Ely as should be shewn them to satisfy the foregoing Execution  
they would act therein impartially and faithfully according to their best Skill &  
Conscient. before Moses Blight Springfield June 14. 1769 Then We Jonathan  
White Abel Cooley and Justin Ely all of Springfield and freeholders there viewed a  
tract of Land in Springfield in said County containing nine Acres and a quarter  
of an Acre lying in the General Field on the west Side of the Great River surrounded  
by a Ditch and bounded north on a Highway East on Thomas Miller's land South  
partly



Stoddard } partly on Thomas Miller's land and partly on Luke Hitchcock's land West  
 or }  
 Ely- } partly on land of Samuel Mirick and partly on land of Joseph Mirick and  
 We appraise the one moiety or half part lying in common & undivided of seven  
 acres and three quarters part of said Tract and lying on the Southerly Side  
 thereof and extending thro' the whole length thereof <sup>from</sup> the South Side so far  
 northerly as to make the quantity of Seven acres and three quarters at twenty  
 five pounds lawful money Witness our hands and Seals - Jon<sup>d</sup> White & Seal -  
 Abel Cooley & Seal Justen Ely & Seal - Hampshire s<sup>r</sup> June 14<sup>th</sup> 1769 The  
 within named Prudence Stoddard thinking fit to levy on the Real Estate of  
 the within named Joel Ely towards satisfying this Execution I on the fourteenth  
 day of June instant caused Jonathan White yeoman Abel Cooley yeoman and  
 Justen Ely Gentleman all of Springfield in the County aforesaid and freeholders  
 in said County and indifferent and discreet men to be sworn before Moses Bliss  
 Esq. a Justice of the peace in and for the same County faithfully & impartially  
 to appraise such real Estate of the aforesaid Joel Ely as should be shewn  
 them to satisfy this Execution the said Jonathan White being chosen by the s<sup>d</sup>  
 Prudence and the said Abel Cooley chosen by the said Joel Ely and the s<sup>d</sup> Justen  
 Ely appointed by me for the purpose aforesaid And the s<sup>d</sup> Jonathan Abel and  
 Justen having viewed a Tract of Land in said Springfield containing nine  
 acres and a quarter of an acre lying in the general field on the west side of the  
 Great River surrounded by a ditch and bounded north on a high Way East on  
 Thomas Miller's land South partly on Thomas Miller's land and partly on  
 Luke Hitchcock's land West partly on Land of Samuel Mirick and partly  
 on land of Joseph Mirick appraised the one moiety or half part lying in  
 common and undivided of seven acres and three quarters shewn them by s<sup>d</sup>  
 Prudence as said Joel's Estate which seven acres and three quarters are part  
 of said tract lying on the southerly Side thereof and extending thro' of whole  
 Length thereof from the south side so far northerly as to make the s<sup>d</sup> quantity  
 of Seven acres and three quarters at Twenty five pounds lawful money  
 as by their Return hereto annexed also appears and on the said fourteenth  
 day of June I levied this Execution on the said one moiety or half part lying  
 in common and undivided of the aforesaid seven acres and three quarters  
 of Land & delivered the said Prudence Seisin and Possession thereof to satisfy  
 this Execution in part viz<sup>t</sup> for the sum of twenty three pounds eight shillings  
 and six pence which sum with my fees cost of levying to be paid by s<sup>d</sup> Prudence  
 amount to the appraised Value of said Land - David Leonard Dep<sup>t</sup> Sheriff -  
 Hampshire s<sup>r</sup> Springfield Oct<sup>r</sup> 6<sup>th</sup> 1769 Rec<sup>d</sup> and Registered in book N<sup>o</sup>. 10 for  
 recording Executions in said County page 84 & examined & Edw<sup>d</sup> Pynchon Rec<sup>d</sup> -  
 Hampshire s<sup>r</sup> Feb<sup>y</sup> 19<sup>th</sup> 1770 this Entry was rec<sup>d</sup> and entered by desire of John  
 Worthington with the foregoing Records of Executions from originals -  
 P<sup>r</sup> W<sup>m</sup> Williams Cler<sup>k</sup> -

Dickinson } Hampshire s<sup>r</sup> George the Third by the Grace of God of Great Britain France and  
 Burt's } Ireland King Defender of the Faith &c - To the Sheriff of our County of  
 Adm<sup>r</sup> } Hampshire his undersheriff or Deputy Greeting - Whereas Obadiah Dickinson  
 of Hatfield in our County of Hampshire Gentleman by the Consideration of our  
 Justices of our Inferiour Court of Common Pleas holden at Springfield for and  
 within our County of Hampshire aforesaid on the third Tuesday of May last  
 past recovered Judgment against Bidget Burt of Deerfield in our County of  
 Hampshire Gentlewoman Administratrix on the goods and estate of Jonathan  
 Burt



But sometime since of Deerfield aforesaid Gentleman deceased intestate for the  
 sum of nine pounds ten shillings and five pence lawful money Debt and one pound  
 seventeen shillings and four pence Costs of suit, as to us appears of Record whereof  
 Execution remains to be done: We Command you therefore that of the Goods Chattels or  
 Lands of the said Jonathan Burt in the hands and under the Administration of the  
 said Bridget within your precinct you cause to be paid and satisfied unto the said  
 Obadiah Dickinson at the Value thereof ~~now~~ in money the aforesaid sum with three  
 shillings and eight pence more for this and a former Writ the oath &c and thereof  
 also to satisfy yourself for your own fees. Hereof fail not and make Return of this  
 Writ with your Doing therein unto our said Inferiour Court of Common Pleas to  
 be holden at Northampton within our County of Hampshire aforesaid upon  
 the second Tuesday of November next. Witness Israel Williams Esq at Hat-  
 field the 29<sup>th</sup> day of September in the sixth year of our reign Annoque Domini  
 1766 W<sup>m</sup> Williams Cler. The Creditor hath taken the oath by Law  
 required to entitle him to this Writ Attest W<sup>m</sup> Williams Cler  
 Hampshire s. Oct. 8<sup>th</sup> 1766 Then John Hawks Daniel Arms and Moses  
 Hawks all of them personally appeared before me and were sworn to their  
 faithful performance of appraising of such a part of Land belonging to the  
 estate of the within named Jonathan now in the hands of the within named  
 Bridget Burt administratrix to said estate as should be shewn unto them by  
 the said Obadiah Dickinson to satisfy the Contents of this Execution with all costs &c  
 Elijah Williams Just. Pac. 2 Whereas we the Subscribers being appointed and  
 duly sworn to appraise such estate as should be shewn to us by Obadiah Dickinson  
 of Hatfield as the real estate of Jonathan Burt of Deerfield Gent<sup>l</sup> deceased  
 in order to satisfy the Contents of an Execution in favour of said Obadiah Dickinson  
 against Bridget Burt Gentlewoman and Administrator on the Goods and estate  
 of said Jonathan Burt dec<sup>d</sup> which is hereto annexed have viewed a piece of Land  
 lying and being situate in Greenfield and part of a Draught of Land recorded  
 to Thomas Wells Esq dec<sup>d</sup> and is bounded as follows viz beginning at a black birch  
 tree standing on the road leading from Greenfield meeting house to Bernardston  
 running north forty five degrees east seventeen perches fifteen links then north  
 eighty two degrees east twenty ~~three~~ perches then north fifty degrees east thirteen  
 perches to a Stake and heap of Stones then north forty degrees west sixty nine  
 and a half perches to a Stake then South forty degrees west fifty perches to  
 a Stake and maple tree then east forty degrees South fifty perches to the first  
 mentioned corner and containing twenty acres - Oct. 11<sup>th</sup> 1766 - John Hawks  
 Daniel Arms Moses Hawks. Hampshire s. Oct. 11<sup>th</sup> 1766. by direction of  
 Obadiah Dickinson of Hatfield the Creditor in the Execution hereto annexed  
 against Bridget Burt of Deerfield in the County of Hampshire This day  
 viewed this Execution on a portion of Land of about twenty acres of Land  
 which piece of Land is particularly described in the Return of aforesaid.  
 Appraisers on Oct. John Hawks chosen by the said Bridget Burt Daniel  
 Arms by whom said Obadiah Dickinson the Creditor chose and Moses Hawks  
 who was chose by me the Subscribers they being indifferent discreet men and  
 Freeholders in said County of Hampshire who were duly sworn as appears  
 by a certificate thereof made on said Execution and they having viewed &c  
 Premises did appraise the same to be worth sixteen <sup>pounds</sup> two shillings & six pence  
 lawful money and moreover the Debt and Cost of said Execution together with  
 my fees for levying the same and other charges necessarily arose about of ~~the~~  
 said sum of sixteen <sup>pounds</sup> two shillings & six pence  
 and



and I delivered the same to <sup>the</sup> said Obadiah Dickinson Seisin and Possession of said portion of Land who took the same in full of the Sum of <sup>the</sup> Execution therefore I return the same execution satisfied by this Certificate - To the Hon<sup>ble</sup> D<sup>t</sup> Sheriff - Oct. 9<sup>th</sup> 1766 Then Rec<sup>d</sup> the above mentioned premises in full discharge of this Execution - P<sup>r</sup> Oba Dickinson -

Hampshire s. Springfield Jan<sup>y</sup> 16<sup>th</sup> 1767 received and registered in Lib. A for recording Executions in said County Page 480. & nam<sup>d</sup> P<sup>r</sup> Edw<sup>d</sup> Pyrchon Rec<sup>d</sup> Hampshire s. Rec<sup>d</sup> into the Office January 9<sup>th</sup> 1767 and afterwards entered by desire of the Creditor with the records of Executions in the Clerk's Office from the originals & examined  
P<sup>r</sup> W<sup>m</sup> Williams Clerks

Hampshire s. George the Third by the Grace of God of Great Britain France and Ireland  
Fairchild } King defender of the faith &c To the Sheriff of our County of Hampshire his  
Kellogg } Under Sheriff or Deputy Greeting - Whereas Robert Fairchild of New-  
Haven in our County of New Haven in our Colony of Connecticut in  
New England yeoman By the Consideration of our Justices of our Inferior  
Court of Common pleas holden at Springfield within and for our County  
of Hampshire aforesaid on the last Tuesday of August last recovered Judg-  
ment against Oliver Kellogg lately of the place called the white plains in our County  
of West Chester in our Colony of New York yeoman for the Sum of fifteen pounds  
fourteen Shillings and four pence lawful money damages and seven pounds  
fourteen Shillings and ten pence Costs of Suit as tous appears of Record whereof  
Execution remains to be done we command you therefore that of the Goods  
Chattels or Lands of the said Oliver within your precinct You cause to be paid  
and satisfied unto the said Robert at the value thereof in money the aforesaid  
Sum with one Shilling and five pence more for this writ and thereof also to  
satisfy yourself for your own fees And for want of Goods Chattels or Lands of  
the said Oliver to be by him shewn unto you or found within your precinct  
to the acceptance of the said Robert to satisfy the Sum aforesaid, we Command  
You to take the Body of the said Oliver and him commit unto our Goal in  
Springfield in our County of Hampshire aforesaid and detain in your custody  
within our said Goal until he pay the full Sum above mentioned with your  
fees or that he be discharged by the said Robert the Creditor or otherwise by order  
of Law. Hereof fail not And make Return of this writ with your doing,  
therein into our said Inferiour Court of Common pleas to be holden  
at Northampton within our County of Hampshire aforesaid upon the  
second Tuesday of November next Witness Israel Williams by at Hatfield  
the tenth day of September in the tenth year of our reign Annoque Domini  
1770 W<sup>m</sup> Williams Cler<sup>k</sup> Hampshire s. Hatfield Sept. 13<sup>th</sup> 1770 -  
Then Joseph Billing Gentleman Obadiah Dickinson Gentleman & Jonathan  
Morton yeoman all of Hatfield came personally before me the Subscriber one  
of his Majesty's Justices of the peace for the County of Hampshire and made  
solemn Oath that in appraising such Lands of the within named Oliver  
Kellogg as should be shewn them in order to satisfy this execution they w<sup>d</sup>  
act faithfully and indifferently according to their best Judgment. W<sup>m</sup> Williams  
We the Subscribers being all freeholders within the County of Hampshire  
and all duly chosen appointed and sworn to the faithful and indifferent  
appraisement of such lands as should be shewn to us to be appraised in  
order to satisfy an Execution of Robert Fairchild of New Haven in the  
County



23  
Fairchild  
27  
Kellogg

County of New Haven and Colony of Connecticut against Oliver Kellogg  
lately of the place called the white plain in the County of West Chester in y<sup>e</sup> Colony  
of New York have accordingly appraised a certain Tract of Land shewn unto us  
as the estate of said Oliver Kellogg in order to satisfy said Execution which Tract  
is described and bounded as follows viz South on Connecticut River West on Land  
of Jonathan Morton North on Land that was lately Elisha Trany; being a part of  
one of the fifty pound Lots so called within the Great meadow in Hatfield and  
extends from said River as far north as to the Line which bounds the north end of  
the Lots which are commonly called the fifty pound Lots being about one hundred  
and twenty four rods in Length and the said Tract appraised extends easterly from  
the said Land of Jonathan Morton five rods and an half in breadth and bounded east  
on Land of the said Oliver Kellogg the said appraised Tract containing in quantity  
about four acres one quarter and two rods which said Tract we have appraised at the  
sum of twenty five pounds ten Shillings and eleven pence to satisfy the aforesaid  
Execution and all fees said Execution being returnable to the next inferior Court of  
Common Pleas within the County of Hampshire witness our hands and Seals this  
13<sup>th</sup> day of September A.D. 1770. Joseph Billing and Seal Obadiah Dickinson Seal  
Jonathan Morton Seal ~ Hampshire s. Sept. 13<sup>th</sup> 1770 Then by the order of the  
Creditor I levied this Execution on a certain Tract of Land shewn to me as the estate of  
the within named Oliver lying in Hatfield within the same County of Hampshire -  
bounded South on Connecticut River west on Land of Jonathan Morton North on  
Land that was lately Elisha Trany; said Tract being a part of one of the fifty pound Lots  
so called and extends from said River as far north as to the Line which bounds the north  
end of the Lots which are commonly called the fifty pound Lots and is about one hundred  
and twenty four rods in Length and extends from said Land of Jonathan Morton easterly  
five rods and an half in breadth and is bounded east on Land of said Oliver Kellogg &  
contain in quantity about four acres one quarter and two rods which said Tract was  
appraised according to Law to satisfy this Execution and all fees by Joseph Billing  
Jent<sup>r</sup> and Jonathan Morton yeoman both chosen by myself the Debtor not being to  
be found and Obadiah Dickinson Gent<sup>r</sup> chosen by the Creditor all said Appraisers  
being indifferent discreet men and all freeholders in said County of Hampshire  
who appraised the same tract of Land at twenty five pounds ten Shillings & eleven  
pence to satisfy this Execution and all fees the contents of the Execution being twenty  
three pounds ten Shillings and seven pence the Sheriff's fees being eighteen Shillings  
and four pence the Justice's fees of swearing Appraisers one Shilling the fees of the  
Appraisers nine Shillings the fees of the Creditor's travel and attendance to take Seisin  
twelve Shillings amounting in the whole to the sum at which said Land was  
appraised and I then delivered seisin and Possession of said Land to y<sup>e</sup> Creditor  
who appeared by Simeon Strong by his attorney who in the Creditor's behalf ac-  
cepted the same in full satisfaction of this Execution and all fees - Samuel  
Belding Sept. Sheriff - I accept of the above described Land according to the  
above return in behalf of the Creditor, Simeon Strong attorney -

Hampshire s. Springfield Oct. 1<sup>st</sup> 1770. Recd and recorded with the Exec<sup>n</sup>  
annexed in book N<sup>o</sup> 13. for recording executions in said County page 95. &  
and examined of Edw<sup>d</sup> Pynchon Rec<sup>d</sup> Hampshire s. Rec<sup>d</sup> November  
Term 1770. and entered from the original in book Later & for recording Exec<sup>n</sup>  
in the Clerk's office and examined ~ of W<sup>m</sup> Williams Clerk



Hampshire p. George the Third by the Grace of God of Great Britain France and Ireland  
Johnston King Defender of the faith &c. To the Sheriffs of our County of Hampshire his  
Graham Under Sheriff or Deputy Greeting - Whereas Hugh Johnston of Pelham in our Coun-  
ty of Hampshire yeoman, by the consideration of our Justices of our Inferiour  
Court of Common Pleas holden at Northampton for and within our County  
of Hampshire aforesaid on the Second Tuesday of February instant recovered  
Judgment against Richard Crouch Graham of Pelham aforesaid Clerk  
for the Sum of Sixty four Pounds two Shillings and five pence two farthings  
lawful money Damages and One Pound thirteen Shillings and six pence  
Costs of Suit As to Us appears of Record whereof Execution remains to be done.  
We command you therefore that of the Goods Chattels or Lands of the said Graham  
within your precinct you cause to be paid and <sup>unto the said John Johnston</sup> satisfied at the Value thereof  
in money the aforesaid Sum with one Shilling and eleven pence more for  
this Writ the oath &c and thereof also to satisfy yourself for your own fees  
And for Want of Goods Chattels or Lands of the said Graham to be by him  
shewn unto you or found within your Precinct to the acceptance of the  
said Johnston to satisfy the Sum aforesaid We command you to take  
the body of the said Graham and him commit unto our Goal in Springfield  
in our County of Hampshire aforesaid and detain in your Custody  
within our said Goal until he pay the full Sum above mentioned with  
your fees or that he be discharged by the said Johnston the Creditor or  
otherwise by Order of Law - Hereof fail not, and make return of this Writ  
with your Doings therein into our said Inferiour Court of Common Pleas  
to be holden at Springfield within our County of Hampshire aforesaid  
upon the Third Tuesday of May next. Witness Israel Williams Esquire at  
Hatfield the 25<sup>th</sup> day of February in the eleventh year of our Reign Annoque  
Domini 1771. W<sup>m</sup> Williams Cler. The above named Creditor has taken the  
Oath ~~is~~ required by Law to intitile him to take out this Writ. Attest. W<sup>m</sup>  
Williams Cler. Hampshire p. February 26<sup>th</sup> 1771. Then Thomas Dick David  
Cowden and John Nash were sworn faithfully and impartially to apprise such  
real Estate of the abovenamed Richard Crouch Graham as should be shewn them  
to satisfy this Execution and all fees before Simon Strong Justice of the Peace.  
Hampshire p. We the Subscribers being duly chosen appointed and sworn faithfully  
and impartially to apprise such real Estate of the said Richard Crouch Graham  
of Pelham in the County of Hampshire as should be shewn unto us to satisfy an  
Execution against the said Richard Crouch Graham in favour of Hugh  
Johnston of said Pelham and all fees have accordingly on this twenty sixth  
Day of February Anno Domini 1771 and on our Oath aforesaid to satisfy  
the same Execution and all fees appraised the Land hereafter described in  
Pelham aforesaid that is to say One piece of Land bounded South on  
Land of William Crockett West on Land of Thomas Dick North on a Strip of  
Land originally left and reserved for a Way East on Land belonging to the  
heir of James Taylor in part and partly on Land of William Crockett, the  
same piece supposed to contain fifty six Acres and three Quarters the same  
being a Second Division Lot Number nineteen and said to be originally  
drawn upon the Right of Robert Barber, Also another piece of Land of about  
twenty five Acres separated from the before described Tract only by the said  
Strip of Land two rods in Width reserved for a Way and is bounded South on a  
Strip of Land West on Land of William M<sup>r</sup> Tolls North on Land of Alexander  
Conkey East on Land of James Taylor's heir the same last mentioned piece  
being a part of the original Lot Number fifty five and begins at the South-  
easterly Corner of the same original Lot at a Stake and Stones thence easterly  
by a line of marked trees one hundred and twenty six rods to a Stake and  
Stones



Stones at the Southeast Corner of said Lot thence North thirty rods to a heap of Stones on the County road thence along said road twenty four rods to a heap of Stones thence South twenty rods to a heap of Stones thence westward to the Southeast Corner of the improved Field belonging to Alexander Conkey thence westward to a white oak tree thence north six rods to a heap of Stones thence westwardly by a line of marked Trees to a Stake and Stones being on the division Line between Horne Lot Number fifty five and number fourteen and from thence to the <sup>corner</sup> first mentioned both which Tracts of Land we have appraised at sixty eight Pounds six Shillings ~~and~~ six pence two farthings to satisfy the arrears due and all fees both said Tracts of Land being shewn to us for that Purpose. Tho<sup>s</sup>. Dick, David Cowden, John Nash Jun<sup>r</sup>

Hampshire p. February 26<sup>th</sup> 1771 Then by Virtue of this Execution which was delivered to me to execute on the twenty fifth day of February 1771 at a quarter of an hour past six of the Clock afternoon I attached by the order of y<sup>r</sup> Creditor the two pieces of Land hereafter described lying in Pelham in the County of Fred<sup>erick</sup> to the Estate of the within named Debtor that is to say One piece of Land bounded South on Land of William Crockett West on Land of Thomas Dick North on a Strip of Land originally left and reserved for a Way East on Land belonging to the heirs of James Taylor in part and partly on Land of William Crockett the same piece supposed to contain fifty six acres and three quarters the same being a second Division Lot number nineteen and said to be originally drawn upon the Right of Robert Barber Also another piece of Land of about twenty five acres separated from the before described Tract only by said Strip of Land two rods in width reserved for a Way and is bounded South on said Strip of Land West on Land of William M<sup>r</sup>. Falls North on Land of Alexander Conkey East on Land of James Taylor's heirs the same last mentioned piece being a part of the original Lot number fifty five and begins at the southeasterly Corner of the same original lot at a Stake and Stones thence running easterly by a line of marked Trees one hundred and twenty six Rods to a Stake and Stones at the southeast Corner thence north thirty rods to a heap of Stones on the County road thence along said road twenty four rods to a heap of Stones thence South twenty rods to a heap of Stones from thence westward to the Southeast Corner of the improved Field of Alexander Conkey thence Westward to a white Oak tree thence North six rods to a heap of Stones thence westwardly by a line of marked Trees to a Stake and Stones being on the division Line between Horne Lot number fifty five and number fourteen and from thence to the Corner first mentioned (all which land above described was attached in the service of the original Writ) And on the twenty sixth day of February I caused Thomas Dick David Cowden and John Nash being all indifferent discreet men and all Freeholders in the same County to be sworn before Sir Isaac Stringer by one of his Majesty's Justices of Peace for and in said County faithfully and impartially to appraise such real estate as should be shewn to them to satisfy this Execution and all fees the said John Nash being chosen by myself the said David Cowden being chosen by the Creditor & the said Thomas Dick being likewise chosen by myself (and likewise consented to be chosen by one Daniel Gray who had been appointed the lawful Guardian of the said Debtor, the said Debtor not seeing cause to choose any Appraiser, and being never after the time of my receiving the same Execution of sound mind or memory nor of any Discretion to make such Choice) which said Appraisers after being chosen and sworn did accordingly appraise and Value the afore described Tracts



Shannon } Tracts of Land the same having been first shewn unto them for the  
Graham } same purpose at the sum of Sixty eight Pounds six Shillings six pence  
two farthings to satisfy the same Execution and all fees the contents of the  
same Execution being Sixty five pounds seventeen Shillings ten pence  
half penny my fees of levying the same one pound nine Shillings  
and eight pence the Appraisers fees twelve Shillings Justices fees of swear-  
ing the Appraisers one Shilling the fees of the recording the Execution Return  
Appraisal &c in the Register Office and Clerk's Office six Shillings and  
there afterwards on the same Day I delivered possession and Seisin of  
the two Tracts of Land above described to the Creditor who then & there  
accepted the same in full satisfaction of the same and all fees and  
so I return the same wholly satisfied. Sol<sup>d</sup> Boltwood Dep<sup>y</sup> Sher-  
The above described Land was taken by my order and I have accepted  
Seisin thereof in full satisfaction of the same Execution and all fees  
Hugh Johnston — Hampshire s<sup>d</sup> April 22<sup>d</sup> 1771 This Execution  
was rec<sup>d</sup> and entered with the Record of Executions from the originals  
(having first been entered and registered in the Registry of Deeds for this  
County) by desire of Creditor ~ Attest W<sup>m</sup> Williams Cler

Worthington } Hampshire s<sup>d</sup> George the Third by the Grace of God of Great Britain France and  
Esq<sup>r</sup> } Ireland King Defender of the faith &c - To the Sheriff of our County of  
Shaw- } (L<sup>d</sup>) Hampshire his Under Sheriff or Deputy Greeting  
Whereas John Worthington of Springfield in our County of Hampshire Esq<sup>r</sup>  
By the Consideration of our Justices of our Inferiour Court of Common Pleas  
holden at Springfield for and within our County of Hampshire aforesaid on  
the third Tuesday of May last past recovered Judgment against William  
Shaw of Palmer in our County of Hampshire aforesaid yeoman for the sum of  
Seven pounds ten Shillings and six pence lawful money damages and one  
pound eight Shillings and two pence Costs of Suit as to us appears of Record  
whereof Execution remains to be done We Command You therefore that of the  
Goods Chattels or Lands of the said William Shaw within your precinct you cause  
to be paid and satisfied unto the said John Worthington Esq<sup>r</sup> at the Value thereof in  
money the aforesaid sum with one Shilling and eleven pence more for this Writ  
the oath or And thereof also to satisfy yourself for your own fees And for want of good  
Chattels or Lands of the said William to be by him shewn unto you or found within  
your precinct to the acceptance of the said John to satisfy the sum aforesaid, We  
Command you to take the body of the said William and him commit unto our  
Goal in Springfield in our County of Hampshire aforesaid and detain in your  
Custody within our said Goal until he pay the full sum above mentioned with  
your fees or that he be discharged by the said John the Creditor or otherwise by order  
of Law - Hereof fail not and make return of this Writ with your doings therein into  
our said Inferiour Court of Common Pleas to be holden at Springfield within  
our said Inferiour Court of Common Pleas to be holden at Springfield County of  
Hampshire aforesaid upon the last Tuesday of August next. Witness Israel Williams  
Esq<sup>r</sup> at Hatfield the 22<sup>d</sup> day of June in the tenth year of our reign Annoque Domini  
1770. W<sup>m</sup> Williams Cler. The above named Creditor has taken the oath required by  
Law to entitle him to take out this Writ. Attest W<sup>m</sup> Williams Cler -  
Hampshire s<sup>d</sup> August 2. 1770 Then Mr. Robert Jarrell of Palmer in said County personally  
appeared and made oath that in appraising the real estate of the within named W<sup>m</sup>  
Shaw to satisfy this Execution he would therein act impartially faithfully & indifferent-  
ly according to his best Skill and Judgment. before Moses Blip Just. Pac -  
Hampshire s<sup>d</sup> August 3. 1770. Then Mr. Silvanus Walker of Monson and Jonah Loomis  
of Palmer both of said County of Hampshire appeared and made solemn oath that  
in appraising the real estate of the within named William Shaw to satisfy this Exec<sup>n</sup>  
they would act therein impartially faithfully and indifferently according to their best  
Skill and Judgment before me Daniel Rust Justice peace - We



We the subscribers being chosen appointed and sworn to appraise such real estate of  
the within named William Shaw as should be sufficient to satisfy the within execution  
have appraised fifteen acres of Land in Palmer in said County of Hampshire  
is the estate of the within named William Shaw said fifteen acres of a Seventy  
are Lot bounding southerly on the rev. Mr. Baldwin's homelot and westerly southerly  
on Mr. Thomas King's land the said fifteen acres of land is particularly bounded as  
followeth viz beginning at a heap of Stones in the original Line thirty eight rods --  
northwesterly from the north east Corner which is a white oak tree said heap of Stones  
being one of the Corners of a piece of land containing twenty five acres set off from the  
same original lot to satisfy an execution against said Shaw of Mr. Joshua Spooner  
from said heap of Stones west 9 degrees north twenty three rods and an half in S.  
Spooner's line to a heap of Stones which is the first Corner of the abovesaid fifteen  
acres then north 12 degrees east eight rods to an oak Staddle in the fence then north  
fourteen deg. 30m West by rods to a heap of Stones set up in the original north line of  
said Lot just five rods westerly from a heap of Stones on a rock the northerly original  
Corner then turning in the original line of the lot west 43 degrees 30 minutes South to  
a heap of Stones set up in the said original line 37 rods short of the original Corner,  
aid heap of Stones being a Corner of the Land set off to Jonathan Bliss by to  
satisfy his execution against said Shaw being also a part of the same original  
lot then turning South about 26 degrees east 27 rods to a heap of Stones in the line  
of the said Land set off to said Jonathan Bliss by and also being a Corner of said Land  
set off to Mr. Joshua Spooner then turning in said Spooner's line east nine degrees  
South 44 rods to a heap of Stones in said Spooner's line at 23 1/2 rods from the first  
mentioned heap of Stones in the original Line which doeth with the second bound  
mentioned above being the first Corner of the said fifteen acres said fifteen acres  
appraised at eleven pounds ten Shillings and eleven pence and no more as  
witness our hands this twenty Sixth day of July 1770 Robert Ferrall, Silas Walker  
Jonathan Lornis & Hampshire ss. 26<sup>th</sup> 1770 Then by Virtue of this Execution & by  
Order of Mr. William Scott attorney to the within named John Worthington by the  
Creditor I served and laid this Execution on the above described fifteen acres of  
Land shewed to me by the abovesaid Attorney as the estate of the within named  
William Shaw the Debtor which was appraised by Messrs Robert Ferrall and  
Jonathan Lornis both of said Palmer and Silas Walker of Monson in S. County  
of Hampshire all being chosen and sworn as the Law directs to appraise the same  
which they appraised at eleven pounds ten Shillings and eleven pence lawful money  
then delivered seisin and possession of the same Land with the appurtenances  
to the said William Scott attorney to the Creditor by giving him Turf and Turf of  
the same Land which he then and there received and accepted in full satisfaction  
of this Execution and for discharging the Cost of appraisement and my fees which  
amounted to the sum of two pounds ten Shillings and four pence lawful money  
which the abovesaid William Scott then and there instantly paid I return this  
Execution accordingly by the abovesaid fifteen acres of Land fully satisfied. ss  
John King Deput Sheriff - Hampshire ss. Springfield Sept. 14<sup>th</sup> 1770 Recd.  
and registered in Book N. 55. for recording Executions in said County page 103  
w and examin'd of Edw. Pymhon Reg<sup>r</sup> Rec<sup>d</sup> into the Office July 18<sup>th</sup> 1771 -  
~~read in Court~~ and entered from the originals with the Records of Executions  
by desire of Creditor and examin'd of W<sup>m</sup> Williams Cler

Hampshire ss George the Third by the Grace of God of Great Britain France and  
Ireland King Defender of the Faith &c. To the Sheriff of our County  
of Berkshire his Under Sheriff or Deputy Greeting  
Whereas Biddad Fowler of Westfield in our County of Hampshire yeoman  
by the Consideration of our Justices of our Inferiour Court of Common Pleas  
holden at Northampton within and for our County of Hampshire aforesaid  
on the second Tuesday of February last recovered Judgment against Silvanus  
Perry late of Egremont in our County of Berkshire aforesaid yeoman for the

Fowler  
or  
Perry



Towler  
or  
Percy } For the Sum of Eighty Pounds lawful money Damages and Two Pounds this teen  
Shillings and one penny Costs of Suit as to us appends of Record whereof Execution  
remains to be done. We command you therefore that of the Goods Chattels or Lands of  
the said Silvanus Percy within your Precinct you cause to be paid and satisfied unto  
the said Biddad Towler at the Value thereof in Money the aforesaid Sum with one  
Shilling and eleven pence more for this Writ the Costs And thereof also to satisfy  
yourself for your own fees. And for want of Goods Chattels or Lands of the said Silvanus  
to be by him shewn unto you or found within your Precinct to the acceptance of the  
said Biddad to satisfy the Sum aforesaid, We command you to take the Body of  
the said Silvanus and him commit unto our Goal in Great Barrington in our  
County of Berkshire aforesaid and detain in your Custody within our said Goal  
until he pay the full Sum above mentioned with your fees or that he be discharged  
by the said Biddad the Creditor, or otherwise by order of Law - hereof fail not and  
make Return of this Writ with your Doings therein, into our said Inferiour Court  
of Common Pleas to be holden at Springfield within our County of Hampshire  
aforesaid upon the Third Tuesday of May next Witness Israel Williams Esq at  
Hatfield the eleventh Day of March in the twelfth year of our Reign Anno-  
que Domini 1772 W. Williams Cler. The above named Creditor has  
taken the Oath required by Law to entitle him to take out this Writ. Attest.  
W. Williams Cler. Berkshire Great Barrington March 20<sup>th</sup> 1772  
Mess<sup>rs</sup> Bill Williams Daniel Keley and Reuben Keley made solemn Oath  
that in appraising real Estate to satisfy this Execution they would act faithfully  
and impartially according to the best of their Skill and Judgement. Exam. Nathl  
Hopkin Just: Pac<sup>o</sup> Berkshire. March 20<sup>th</sup> 1772 the within named Silvanus  
Percy not being able or willing to satisfy this Execution in money Goods or Chattels  
and the said Biddad the Creditor being desirous to have this Execution levied on  
the real Estate of the said Silvanus agreeable to the Laws of this Province in such  
Cases made and provided (and by the Direction of the said Biddad) I levied  
the same Execution on the Tracts of Land hereafter described lying in the  
westerly part of Great Barrington in the said County of Berkshire being a  
part of the Shawonon Purchase which is described and bounded as follows  
viz one piece containing thirty two Acres beginning at a heap of Stones in the  
North Line of a Lot laid to Stephen Keley four rods west of a black oak  
Staddle being a bound of that Land and of Land laid to Stephen Keley Just:  
therne west 6 Chains 40 Links to the northwest Corner of Stephen Keley's Lot  
then South 2<sup>o</sup> 30' West 13 Chains 54 Links to a heap of Stones, thence west 5 Chains  
66 Links to a heap of Stones on the east Side of a Hill, thence North 25<sup>o</sup> East 8  
Chains to a heap of Stones on the west Side of the Highway or Road to Spencer-  
town, thence North 43<sup>o</sup> West 5 Chains 18 Links to a Walnut tree marked on the  
Eastward Side of said Highway, thence North 43<sup>o</sup> 20' East 7 Chains 17 Links to a  
East Corner of Jonathan Brunson's Grant thence North 19<sup>o</sup> 15' East 16 Chains  
Six Links to a Heap of Stones by the East Side of a Hill, thence 16 Chains 10 Links  
to a Heap of Stones, then South 6<sup>o</sup> West 18 Chains 90 Links to the first mentioned  
Bounds, and one other piece containing sixty eight Acres beginning at a heap  
of Stones which is 42<sup>o</sup> 30' West and 61 rods distant from the southeast Corner of the  
Land laid out to Jonah Tortin, thence South 23<sup>o</sup> West 19 Chains 96 Links to a Rock  
oak tree marked, thence South 28<sup>o</sup> East 10 Chains to a heap of Stones, thence west  
28<sup>o</sup> South 12 Chains 92 Links to a white Oak Tree marked, thence North 15<sup>o</sup> West  
19 Chains 31 Links to a Chestnut Pole marked, thence West 4<sup>o</sup> North 21 Chains 32  
Links to a heap of Stones, then North 7<sup>o</sup> East 14 Chains to a heap of Stones, thence  
East 7<sup>o</sup> South 37 Chains 80 Links to the bounds begun at, Also thirty Acres of Com-  
mon and undivided Land yet to be laid out in said Shawonon Purchase upon the  
Right



Right one belonging to one Samuel Sedgwick and upon which the Lots above described were laid out, having first caused the three men herein after named to be sworn before a Justice of the Peace for the County of Berkshire according to the Direction of the Law and the Certificate aforesaid viz Bill Williams chosen by said Biddad and Daniel Keley and Reuben Keley appointed by myself, the said Silvanus not being to be found within my precinct, they being three indifferent discreet men and freeholders in the said County of Berkshire which are three Men having viewed the Lands above described and set the same out by the meters and Bounds above named appraised the same at the sum of eighty two Pounds ten shillings towards satisfying this Execution and the Costs of the same And I delivered Seisin and Possession of the said Lands to the said Biddad the Creditor according to Law in part Satisfaction of this Execution for the sum of Seventy Seven Pounds fifteen shillings and nine pence - after deducting the Costs and Charges of Levying as is hereafter expressed and the Remainder of this Execution is wholly unsatisfied. Ebenezer Bernant Deputy Sheriff -

Costs of levying - Sheriff's fees travel and Poundage	£ 2. 6. 3.
The Creditor for taking possession &c	1. 4. 0
Appraisers fees	1. 18. 0.
Swearing the Appraisers	1. 0. 0
for returning Execn and Return	2. 5. 0.
	<hr/> 4. 14. 3

We the Subscribers being chosen and sworn as aforesaid appraised the Lands abovementioned at the Prices above in the Officers return expressed Witness our Hands March 20<sup>th</sup> 1772 Bill Williams, Daniel Keley, Reuben Keley. - Berkshire s<sup>h</sup> Great Basingstoke March 21. 1772 Rec<sup>d</sup> and Recorded this Execution and the Return of the Officers aforesaid in the Records of Deeds &c for said County of Berks: Lib<sup>o</sup> N<sup>o</sup> 9<sup>o</sup> fol 97 by Mark Hopkins Rec<sup>d</sup> Hampshire s<sup>h</sup> April 9<sup>th</sup> 1772 received & entered from the Originals and examined by W<sup>m</sup> Williams Cler

Hampshire s<sup>h</sup>. George the third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c To the Sheriff of our County of Hampshire His Under Sheriff or Deputy Greeting - Whereas John Anderson of Shelburne in our County of Hampshire yeoman by the Consideration of our Justices of our Inferiour Court of Common Pleas holden at Northampton within and for our County of Hampshire aforesaid, on the second Tuesday of February last recovered Judgment against Robert Watfon lately of Colrain in our County of Hampshire yeoman & Hannah his Wife for the sum of thirty seven Pounds thirteen shillings & four pence lawful money Damages and two Pounds sixteen shillings and ten pence Costs of Suits &c tolls appear of Record whereof Execution remains to be done: We Command you therefore that of the Goods Chattels or Lands of the said Robert and Hannah within your precinct you cause to be paid and satisfied unto the said John at the Value thereof in money the aforesaid sum, with one shilling and eleven pence more for this Writ the Bath &c and thereof also to satisfy yourself for your own fees And for Want of Goods Chattels or Lands of the said Robert and Hannah to be by them shewn unto you or found within your precinct to the Acceptance of the said John to satisfy the sum aforesaid We Command You to take the bodies of the said Robert & Hannah and them commit unto our Goal in Springfield in our County of Hampshire



Anderson } Hampshire aforesaid and detain in your Custody within our said Goal un  
Watson } til he pay the full Sum above mentioned with your fees or that he be discharged  
at Law } by the said John the Creditor or otherwise by order of Law. Hereof fail not, &  
make Return of this Writ with your Doings therein into our said Inferiour  
Court of Common Pleas to be holden at Springfield within our County of  
Hampshire aforesaid upon the Third Tuesday of May Current. Witness my  
William by at Hatfield the first Day of May in the twelfth Year of our Reign  
Anneque Domini 1772. W<sup>m</sup> William Cler - The above named Creditor has  
taken the Oath required by Law to entitle him to take out this Writ. Attest<sup>a</sup>  
W<sup>m</sup> Williams Cler - Hampshire sp. May 11<sup>th</sup> 1772 Then Joseph Caldwell, David  
Harroun and Hugh McClallen all of Colrain in the County of Hampshire were sworn  
faithfully and impartially to appraise such Estate of Robert Watson and Hannah  
Watson named in the annexed Execution as might be shewn them to satisfy to John  
Anderson named in said Execution the Contents thereof, Exam Jon<sup>as</sup> Ashley Just<sup>ice</sup> Pac<sup>is</sup>  
Hampshire sp. Colrain May 11<sup>th</sup> 1772 We the Subscribers being chosen & sworn  
faithfully and impartially to appraise such real Estate of Robert Watson & Hannah  
Watson named in the Execution hereto annexed as might be shewn us to satisfy  
to John Anderson the Creditor named in said Execution the Contents thereof and  
the Charges arising by the same Execution have appraised two pieces of Land  
shewn us by Solomon Burtwood a Deputy Sheriff as the Estate of said Robert  
and Hannah to wit One piece of Land in Colrain in the County of Hampshire  
in the Province of the Massachusetts Bay in New England is the Lot N<sup>o</sup> 41 in 4<sup>th</sup>  
Second Division of Land in said Colrain is bounded as follows beginning at the  
Northeast Corner at a Stake and Stones from thence running South fifty three  
Rods and one third of a Rod to a Stake and Stones from thence West one hundred  
Rods on a Line parallel to the north Line of said Lot from thence a parallel  
Line with the East Line of said Lot to the North Line of said Lot from thence  
to the first mentioned Bounds containing thirty three Acres and one third  
of an Acre which we appraise at four Shillings & are amounting to the  
Sum of six Pounds thirteen Shillings and four pence also one other piece  
of Land in said Colrain ~~in bounded~~ is bounded as follows East by a Town Road  
called the South Road North by Land belonging to James Clark West by John  
Kahly's Land and South by a Town Road containing fourteen Acres which  
we appraise at eighteen Shillings & are amounting to the Sum of twelve  
Pounds twelve Shillings - Joseph Caldwell and Seal David Harroun & Seal  
Hugh McClallen and Seal - Hampshire sp. May 11<sup>th</sup> 1772 Then by Virtue of this  
Writ by order of the Creditor I attached the Lands hereafter described who were  
first appraised by Joseph Caldwell David Harroun and Hugh McClallen  
who were duly chosen appointed and sworn for the same purpose that is  
to say the said David and Joseph and David being chosen and appointed by  
Myself because the within named Debtor were not to be found and did not  
see cause to choose or appoint any Appraiser and the said Hugh being chosen  
by said Creditor and all the said Appraisers having been sworn according to  
<sup>for the same purpose</sup> Law before Jonathan Ashley by one of his Majesty's Justices of the Peace for  
the same County. The said Lands are in Colrain in said County and described  
and bounded as follows viz One piece of Land is the Lot Number forty one  
in the Second Division of Land in said Colrain and is bounded and described  
thus viz Beginning at the Northeast Corner thereof at a Stake and Stones from  
thence running South fifty three Rods and one third part of a Rod to a Stake  
and Stones from thence west one Hundred Rods in a line parallel to the North  
Line of said Lot, from thence a parallel Line with the East Line of said Lot to the  
North Line of said Lot, from thence to the first mentioned bounds containing  
thirty three Acres and one third of an Acre which described piece the said  
Persons did then and there appraise at four Shillings by the Acre, in the  
whole being six pounds thirteen Shillings and four pence the other piece of  
Land



Land is bounded East by a Town Road called the South Road North by Land belonging to James Clark West by John Kately's Land and South by a Town Road containing fourteen Acres which was by the same Appraisers valued and appraised at Eighteen Shillings by the Acre amounting to the Sum of twelve Pounds twelve Shillings on which Pieces of Land (shewn by the Creditor as the Estate of the within named Debtor and so appraised by the Appraisers before named being all discreet and indifferent Persons and all Freeholders within the same County) I then levied this Execution to satisfy the same in Part and all fees, my own fees being one pound one Shilling and ten pence, the Cost of the Appraisers being three Shillings each, the Creditor's Attendance and Travel to take Seisin being three Shillings and the Cost of recording the Execution &c being six Shillings, and the Justice for swearing the Appraisers being one Shilling, being in the whole two pounds and ten pence, which being deducted from the appraised Value abovesaid leaves the Sum of seventeen Pounds four Shillings and six pence and I then and there delivered Possession and Seisin of the Land above described to the Creditor who accepted the same in Satisfaction of the Sum last named and so I return this Execution satisfied only to that Sum and for the remaining part unsatisfied -

Hampshire s. Third Tuesday of May 1772 - Sol. Doltwood Deputy Sher

Then this Execution was received and entered with the Records of Executions, from the originals, and examined by W. Williams Cler

Hampshire s. George the Third by the Grace of God of Great Britain France & Hayre (Seal) Ireland King Defender of the Faith &c -

To the Sheriff of our County of Hampshire his Under Sheriff or Deputy greeting (Jones) Whereas Samuel Hayre of Westfield in our County of Hampshire yeoman by the Consideration of our Justices of our Inferiour Court of Common Pleas - holden at Northampton within and for our County of Hampshire aforesaid on the Second Tuesday of February last recovered Judgment against John Jones of Westfield aforesaid yeoman for the Sum of twenty two Pounds lawful money Damages and two Pounds sixteen Shillings of the like money Costs of Suit, as to us appears of Record, whereof Execution remains to be done: We Command you therefore, that of the Goods Chattels or Lands of the said John within your Precinct, you cause to be paid and satisfied unto the said Samuel, at the Value hereof in Money the aforesaid Sum, with one Shilling and eleven pence more for his Writ the Oath &c and thereof also to satisfy yourself for your own fees; And for Want of Goods Chattels or Lands of the said John to be by him shewn unto you or found within your Precinct to the Acceptance of the said Samuel to satisfy the Sum aforesaid; We Command you to take the Body of the said John and him commit unto our Goal in Springfield in our County of Hampshire aforesaid and detain in your Custody within our said Goal until he pay the full Sum above mentioned with your fees or that he be discharged by the said Samuel the Creditor or otherwise by order of Law thereof fail not, and make Return of this Writ with your Doings therein into our said Inferiour Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the Third Tuesday of May next. Witness Israel Williams Esq at Hatfield the eighth Day of March in the Tenth year of our Reign Annoque Domini 1770 W. Williams Cler The Creditor abovenamed Creditor has taken the Oath required by Law to intitle Him to take out this Writ, Attest. W. Williams Cler -

Hampshire s. March 12. 1770 Then Wm. Israel Dewey Abner Fowler and Rachel Graves all Freeholders in Westfield personally appeared and made Oath that in the Appraisalment of the Land of John Jones that may be presented



Hayre } presented to them by the proper Officer to satisfy the within Execution  
or } that they would do truly and justly and impartially according to their  
Jones } best judgment and Skill & Coram Eldad Taylor Just. Paci -  
We the Subscribers appointed and sworn to appraise such Estate as should  
be shewn to us by David Leonard Deputy Sheriff as the Real Estate of  
John Jones of Westfield in the County of Hampshire yeoman in order  
to satisfy the Contents of an Execution in favour of Samuel Hayre of  
said Westfield yeoman against said Jones, which is hereto annexed  
have viewed two Pieces of Land which were attached by Virtue of the  
original Writ in said Action from whence the same proceeded and  
is bounded and described as follows viz easterly on Datis Insign South-  
erly partly on Lemuel Martin Dale and partly on Land of Aaron  
Dewey's heirs and Westerly on the Way that leads to Bagg Field -  
Northerly running to a point and lays in that part of Westfield near  
Ladock Martin Dale and contains four Acres - The other Piece near  
Abner Graves in the South part of Westfield aforesaid containing  
about eight Acres and is bounded easterly by Simsbury Road southerly  
and westerly by the Land of James Smith northerly by said Abner Graves  
having carefully viewed and considered the Value of the Two Pieces of  
Land above described We do appraise the same to be worth eight  
Pounds and twelve Shillings and We have set said Land apart in  
for the said Samuel Hayre in part to satisfy said Execution -  
Witness our Hands at Westfield March 12<sup>th</sup> 1770. Israel Dewey  
Abner Fowler Asahel Graves - Hampshire s. March 12<sup>th</sup> 1770  
By Direction of said Samuel Hayre I this Day levied the same  
Execution that is hereto annexed on two Portions of Land of about twelve  
Acres which are particularly described in the Return of the afore-  
named Appraisers viz Israel Dewey chosen by the said Hayre and  
Abner Fowler and Asahel Graves appointed by myself (John Jones  
not being to be found in my Precinct to ~~choose~~ <sup>choose</sup> one) they being  
indifferent men and discreet and freeholders in said County who  
were duly sworn as appears by a Certificate thereof made upon said  
Execution they having viewed the said Premises did appraise of  
same to be worth the sum of eight Pounds and twelve Shillings  
and delivered the said Samuel Hayre Seisin and Possession of said  
Portions of Land who took the same in part Satisfaction of said  
Execution viz for the sum of Seven pounds five Shillings & three  
Pence, the Remainder of said eight Pounds and twelve Shillings was for my  
Fees in levying said Execution and other Charges that necessarily arose  
about the same and therefore Return said Execution satisfied in part  
viz for the sum of Seven Pounds five Shillings and three pence and the  
Remainder is wholly unsatisfied by this Certificate. David Leonard  
Deputy Sheriff - Hampshire s. November 24<sup>th</sup> 1772 Then this  
Execution was received and entered with the Records of Executions in the  
Clerk's office from the originals and examined by W<sup>m</sup> Williams Cler  
k of said County of Justice: fee for publishing them 1/4 }  
Sheriff: fee for publishing up Sheriff's writ. 2/4 }



48-  
Bardwell  
or  
Gilles

Hampshire George the Third by the Grace of God of Great Britain France  
(Seal) and Ireland King Defender of the Faith &c. To the Sheriff of our  
County of Hampshire his Under Sheriff or Deputy Greeting  
Whereas Samuel Bardwell of Montague in our County of Hampshire  
Yeoman, by the Consideration of our Justices of our Inferiour Court  
of common Pleas holden at Northampton within and for our County of  
Hampshire aforesaid on the Second Tuesday of February last recovered  
Judgment against Thomas Gilles of Hallifax in our County of Cumber-  
land in our Colony of New York yeoman, for the Sum of twenty one pounds  
thirteen Shillings and three pence two farthings lawfull money Damages &  
two Pounds fourteen Shillings and six pence Costs of Suit as to the appear-  
ance of Record Whereof Execution remains to be done We command you there-  
fore that of the Goods Chattels or Lands of the said Thomas within your  
Precinct you cause to be paid and satisfied unto the said Samuel at the  
Value thereof in money the aforesaid Sums with one Shilling & Eleven  
pence more for this Writ the Oath &c And thereof also to satisfy yourself  
for your own fees And for Want of Goods Chattels or Lands of the said  
Thomas to be by him shewn unto you or found within your precinct to  
the Acceptance of the said Samuel to satisfy the Sums aforesaid; We com-  
mand to take the Body of the said Thomas and him commit unto our  
Goal in Springfield in our County of Hampshire aforesaid and detain  
in your Custody within our said Goal untill he pay the full Sums above-  
mentioned with your fees or that he be discharged by the said Samuel  
his Creditors or otherwise by order of Law. Hereof fail not, and make return  
of this Writ with your Doings therein into our said Inferiour Court of  
Common Pleas to be holden at Springfield within and for our County  
of Hampshire aforesaid upon the Third Tuesday of May next: Witness  
Israel Williams Esq at Springfield the Second Day of April in the 13<sup>th</sup>  
year of our Reign Annoque Domini 1773. W<sup>m</sup> Williams Cler  
the above named Creditor has taken the oath required by Law to entitle  
him to take out this Writ. Attest. W<sup>m</sup> Williams Cler  
Hampshire. May the 6<sup>th</sup> 1773 Then David Field Samuel Hinsdale & Jonathan  
Arms were sworn faithfully and impartially to appraise such real Estate  
of the within named Thomas Gilles to satisfy the within named Samuel  
Bardwell of the Contents of the within Execution and the Charges and Costs  
of attaching appraising &c as should be shewn them by the Sheriff. Coram  
Jonathan Ashley Just. Pac. - Whereas We the Subscribers being appointed  
and duly sworn to appraise such real Estate as should be shewn to us by  
Samuel Bardwell of Montague as the real Estate of Thomas Gilles of Hallifax  
in the Government of New York in order to satisfy the Contents of an Execution  
in favour of said Samuel Bardwell against said Thomas Gilles which is  
now to be annexed, have viewed a piece of Land which was attached by Virtue  
of the original Writ in said Action from whence the same proceeded and is  
bounded and described as follows viz Beginning on a Highway at a Stake &  
Stones near a large Rock at the Northeast Corner of Samuel Turner's barn house  
in Barnardston, thence North Eleven & 1/2 degrees west forty four Rods, thence north  
twenty Degrees West twenty four Rods, thence North twenty five Degrees West twenty  
six Rods to a Stake and Stones, thence West twenty five Degrees South thirty six Rods  
to a Stake and Stones, thence South twenty five Degrees east twenty six Rods, thence



Bardwell  
or  
Gilles } thence South twenty degrees east twenty four Rods, thence South Eleven & 1/2  
degrees east forty four Rods to a Stake and Stones, thence East Eleven & 1/2  
Degrees North to the first mentioned bounds, said Lands are a part of the Lot  
N<sup>o</sup> 69 in Barnardston which aforesaid Lands we appraised at £27. 7. 10. 2  
to satisfy said Execution and the Costs about the same May 6<sup>th</sup> 1773 -  
Jonathan Arms David Field Samuel Hindsdale -

Hampshire s<sup>s</sup>. May 6<sup>th</sup> 1773 By direction of Samuel Bardwell the  
Creditor in the Execution hereto annexed against Thomas Gilles of Halifax  
in the County of Cumberland and Province of New York this Day levied the  
same Execution on a portion of Land of about Twenty <sup>one</sup> Acres which Piece  
of Land is particularly described in the Return signed by the aforesaid  
Appraisers viz Jonathan Arms chosen by the said Samuel Bardwell the  
Creditor and as the said Thomas Gilles could not be found Mr David Field  
and Mr Samuel Hindsdale were appointed by me the Subscriber they being  
indifferent discreet men all Freeholders in said County of Hampshire  
who were duly sworn as appears by a Certificate thereof made on said  
Execution and they having viewed said Premises did appraise of same  
to be worth twenty seven Pounds seven Shillings and ten pence 1/2 lawful  
money and no more and the Debt and Cost of said Execution together  
with my fees for levying the same and other Charges which necessarily  
arose about the Affair amounts to the Sum aforesaid and I delivered  
the same to the said Samuel Bardwell receiving and proposing of said  
portion of Land who took the same in full of the Sum of the said Execution  
and thereof Return the same fully satisfied by this Certificate. Seth  
Cattlin D. Sheriff - Hampshire s<sup>s</sup>. Springfield May 20<sup>th</sup> 1773 Rec<sup>d</sup>  
and registered in book N<sup>o</sup> 3 for registering Executions in said County  
Page 167 & Benjamin d<sup>r</sup> Edw<sup>d</sup> Pynchon Reg<sup>d</sup> Hampshire s<sup>s</sup>  
At the Term to which the afores<sup>d</sup> Execution was returnable, the same  
was rec<sup>d</sup> and entered from the originals in this book & examined by  
W<sup>m</sup> Williams Clerk -

Hampshire s<sup>s</sup>. George the Third by the Grace of God of Great Britain France and  
Ireland King Defender of the Faith &c - To the Sheriff of our County of  
Smith  
27  
Adams } (Seal) Hampshire his Under Sheriff or Deputy Greeting  
Whereas Peter Smith of Amherst in our County of Hampshire & born in  
the Confederation of our Justices of our Inferiour Court of Common Pleas  
holden at Northampton within and for our County of Hampshire aforesaid  
on the Second Tuesday of February last recovered Judgment against John  
Adams of Amherst aforesaid & born in for the Sum of Twenty five pounds  
Eleven Shillings and nine pence lawful money Damages and one Pound  
fourteen Shillings and ten pence Costs of Suit as to us appears of Record  
whereof Execution remains to be done, We Command you therefore that of the  
Goods Chattels or Lands of the said John within your Precinct you cause  
to be paid and satisfied unto the said Peter at the Value thereof in money  
the aforesaid Sum with one Shilling and eleven pence more for this Writ Costs  
& and thereof also to satisfy yourself for your own fees; And for Want of Goods  
Chattels or Lands of the said John to be by him shewn unto you or found -  
within your Precinct to the Acceptance of the said Peter to satisfy the Sum  
aforesaid; We Command you to take the Body of the said John and him  
commit



commit unto our Goal in Springfield in our County of Hampshire  
foresaid and detain in your Custody within our said Goal until he pay the  
all sum above mentioned with your fees or that he be discharged by the said  
Peter the Creditor, or otherwise by Order of Law. Hereof fail not, and make Return  
of this Writ with your Doings therein, into our said Inferiour Court of Common  
Pleas to be holden at Springfield within our County of Hampshire aforesaid  
upon the Third Tuesday of May next. Witness Israel Williams Esq at Hatfield the  
ninth Day of March in the thirteenth year of our reign Anno Domini 1773.  
Wm Williams Cler. The above named Creditor has taken the Oath required by  
Law to entitle him to take out this Writ. Attest: Wm Williams Cler

Hampshire. March 15<sup>th</sup> 1773 Then Jonathan Edwards Isaac Goodale and  
Eli Parker were sworn faithfully and impartially to appraise such real Estate  
of John Adams the Debtor within named as should be shewn them to satisfy this  
Execution and all fees. Simon Strong Justice of the Peace

We the subscribers being duly chosen appointed and sworn faithfully &  
impartially to appraise such real Estate of John Adams as should be shewn  
us to satisfy an Execution in favour of Peter Smith against said John Adams  
and all fees have accordingly on this fifteenth Day of March Anno Domini  
1773 appraised the Tract of Land hereafter described shewn to us for that pur-  
pose, that is to say, Beginning at a Stake and Stones near the Town Way in -  
Amherst and supposed to be at or near the Southeasterly Corner of a Lot lately  
sold by said John Adams to one John Hunt, thence running westerly sixty  
Rods in a Line supposed to be parallel to the Line of said Hunt's Lot to a Stake  
and Stones being the northwest Corner of the said appraised Land thence run-  
ning Southerly eighty four rods to an Oak Staddle and heap of Stones about it  
being the Southwest Corner, thence easterly sixty Rods to a Stake & Stones by  
the Town Way, thence North eighty four rods to the first mentioned Corner,  
which said Land lying within the aforesaid Lines and near the north End of  
the District of Amherst and near the Mill River there containing about  
thirty two Acres, We appraised at twenty nine pounds nineteen Shillings  
and two Pence to satisfy the same Execution and all fees and set out the same  
Land by Metes and bounds according to Law. Jon Edwards Seal -

Isaac Goodale, Seal, Eli Parker and Seal - Know all men by these presents  
that I Peter Smith of Amherst in the County of Hampshire yeoman do hereby  
constitute and appoint Nisha Smith of said Amherst yeoman my lawful  
Attorney in my behalf and sted to take Seisin and Possession of such Land  
or real Estate as shall be taken by Execution on the Judgment recovered by me  
against John Adams at the Inferiour Court of Common Pleas holden at  
Northampton within and for the County of Hampshire on the second Tuesday  
of February last past and to direct the Officer who shall have the same Execution  
respecting the levying thereof and to do all Acts relating to the Premises  
which I myself might personally do, in witness whereof I set to my hand  
and Seal this 10<sup>th</sup> day of March Anno Domini 1773. Peter Smith (Seal)  
Signed sealed and delivered in Presence of Eli Parker Philip Ingram

Hampshire March 15. 1773. Then by Order of the within named Creditor  
I levied this Execution on a Tract of Land with the Appurtenances lying  
in Amherst shewn me by the Creditor as the proper Estate of the within named  
John Adams which Land is described and bounded as follows viz Beginning  
at a Stake and Stones near the Town Way in said Amherst and supposed to be at  
or near the Southeasterly Corner of a Lot lately sold by said John Adams to  
one



Smith } one John Hunt, thence running westerly sixty rods in a line supposed to be  
v } parallel to the line of said Hunt's lot, to a Stake and Stones ~~being~~  
Adams } being the northwest corner of said appraised Lands, thence running  
southerly eighty four rods to an Oak Staddle and heap of Stones about it  
being the southwest corner, thence easterly sixty Rods to a Stake and Stones  
by the Town Way, thence north eighty four Rods to the first mentioned  
corner, which said Land lying within the aforesaid Lines and near the  
North end of the District of Amherst in said County and near the Mill  
River there and containing about thirty two Acres I did on the same  
Day cause to be appraised according to Law by Jonathan Edwards chosen  
by myself and Isaac Goodale and Eli Parker both chosen & appointed by  
the said Creditor Peter Smith, because the said John Adams did not tho'  
duly notified see cause to choose or appoint any Appraiser which said  
appraisers being all discreet and indifferent Men and all freeholders  
within the same County, and all being first duly sworn for that Purpose  
before Simon Strong by one of his Majesty's Justices of the Peace for y.  
same County, did according appraise the before described Premises on  
their Oaths aforesaid at the sum of twenty nine Pounds nineteen Shill:  
and two Pence and set out the same by meter and bound to satisfy  
this Execution and all fees, the Judgment for Debt and Cost being twenty  
Seven Pounds eight Shillings and six Pence £27. 8. 6. my own fees on  
the Execution being one Pound one Shilling & 8. 1. 1. 8 - the Appraisers  
fees being eighteen Shillings - 18. 0. The fees of Creditors  
travel & attendance to take return of Premises being 4. 0 - The fees of record & of  
Return in the Register's Office being six Shill: - 6. 0 - The Justice's fees  
for swearing Appraisers being one Shilling - 1. 0 -  
29. 19. 2 and I did then

and there viz after the said Appraisement on the same Day give ~~possession~~  
~~possession~~ and seisin of the same described Lands with the Appraisers  
tenures to the said Peter Smith by Elisha Smith his lawful Attorney  
for that Purpose who accepted the same in full satisfaction of this  
Execution and all fees & so I return this Execution wholly satisfied

10th Bollwood Dept. Sher -

I do accept the above described Lands and lot as in full satisfaction of this Execution and all fees in behalf of Peter Smith the Creditor -  
Elisha Smith Attorney to said Peter - Hampshire's Springfield  
May 19<sup>th</sup> 1773 Recd & Registered (with the certificates annexed) in Book  
N<sup>o</sup> 13 for registering of Executions in S<sup>d</sup> County Page 166 & examined  
J<sup>d</sup> Redw<sup>d</sup> Synchon Rec<sup>d</sup> Hampshire's rec<sup>d</sup> at May Term 1773 and  
concord from the originals with the records of Executions & Executions  
by W<sup>m</sup> Williams Cler

Dickinson } Hampshire's George the Third by the Grace of God of Great Britain France and  
v } Ireland King Defender of the faith &c To the Sheriff of our County  
Kellogg } of Hampshire his Under Sheriff or Deputy Greeting  
Whereas Salmon Dickinson of Hatfield in our County of Hampshire  
yeoman by the consideration of our Justices of our Inferiour Court of  
Common Pleas holden at Northampton within and for our County of  
Hampshire aforesaid on the second Tuesday of February last recovered Judgment  
against Oliver Kellogg late of Hatfield aforesaid yeoman For



(50)

For the sum of Fifteen Pounds lawful money Damages and One Pound  
fourteen Shillings and six pence costs of suit, as to us appears of Record where  
of execution remains to be done; We Command you therefore that of the goods  
chattels or Lands of the said Oliver within your Precinct, you cause to be paid  
and satisfied unto the said Salmon at the Value thereof in money, the aforesaid  
sums, with one Shilling and eleven pence more for this Writ the Oath & and  
hereof also to satisfy yourself for your own fees; And for want of goods Chattels or  
Lands of the said Oliver to be by him shewn unto you or found within your  
Precinct to the acceptance of the said Salmon to satisfy the sums aforesaid  
We command you to take the body of the said Oliver and him commit unto  
our Goal in Springfield in our County of Hampshire aforesaid, and detain in  
our Custody within our said Goal until he pay the full sums above mentioned  
with your fees or that he be discharged by the said Salmon the Creditor or other-  
wise by order of Law. Hereof fail not and make Return of this Writ with your  
return <sup>therein</sup> into our said Inferiour Court of Common Pleas to be holden at Spring-  
field within our County of Hampshire aforesaid upon the Third Tuesday of  
May next. Witness Israel William Esq at Hatfield the first Day of March  
the 13<sup>th</sup> year of our Reign Annoque Domini 1773 W<sup>m</sup> Williams Cler.  
The above named Creditor has taken the Oath required by Law to entitle  
him to take out this Writ. Attest: W<sup>m</sup> Williams Cler.  
Hampshire ss. Hatfield March 9<sup>th</sup> 1773 then Elijah Norton Samuel  
Partridge and Daniel White Junr. all of Hatfield and Freeholders, came per-  
sonally before me the Subscriber One of his Majesty's Justices of the Peace  
for the said County and solemnly swore that in appraising such real estate  
of the within named Oliver Kellogg as might be shewn them in order to satisfy  
his Incumbrance they would act impartially and indifferently therein accord-  
ing to their best Judgment. Attest: J<sup>s</sup> Williams Just. Pac.  
With the Subscribers being chosen appointed and sworn faithfully & impartially  
to appraise such real estate of the within named Oliver Kellogg as should  
be shewn to us in order to satisfy this Incumbrance, have this ninth Day of March  
Anno Domini 1773 had the following Pieces of Land shewn to us as the  
estate of the said Oliver, for that Purpose, that is to say one Acre and one  
hundred and thirteen rods of arable Land being part of the said Oliver's  
fifty pound Lot so called lying in that general Field in Hatfield in the County  
of Hampshire known by the Name of "the North meadow and Farms" which  
said Acre and one hundred and thirteen rods of Land is bounded, South on the bank  
of Connecticut River or all way there, west on the Land of Robert Fairchild -  
originally a part of the same Lot - East on the Land of Jonathan Norton for  
part of the Length thereof and extends from the said way northerly about  
one hundred and forty rods to the Land of the within named Salmon Dickinson  
which piece of Land we appraised at five Pounds by the Acre and no more.  
The other piece is a part of the same lot, is chiefly mowing Land, contains  
two Ares and thirty seven rods of Land and is thus bounded, viz North on the  
Land of the within named Salmon Dickinson the Creditor, east on David Billing's  
Land and South partly on Remembrance Bardwell & partly on Jonathan  
Norton's Land and west on the said piece of arable Land above mentioned  
which said last described Tract or piece of Land we appraised at three  
Pounds eight Shillings by the Acre and no more. Witness our hands and  
Seals



Seal the Day and Year above written - Elijah Morton (Seal)  
 Dickinson } Samuel Partridge (Seal) Daniel White Junr. (Seal) -  
 vs Kellogg } Hampshire ss March 9<sup>th</sup> 1773 The Creditor within named finding no  
 personal Estate of the within named Oliver Kellogg, to his Acquaintance, to  
 extend this Execution upon, and therefore thinking it to levy upon the real  
 Estate of the said Oliver, by Order of the said Creditor I on the Day afores.  
 caused three indifferent and discreet men viz Daniel White Junr. chosen  
 by the Creditor and Elijah Morton and Samuel Partridge appointed by  
 myself the Debtor not being present or to be found in my precinct (all  
 being of Hatfield in the said County and freeholders there) to be sworn  
 before the Hon<sup>ble</sup> Israel Williams by one of his Majesty's Justices of the  
 Peace for the County of Hampshire faithfully and impartially to appraise  
 such real Estate of the said Oliver as should be shewn them in order to  
 satisfy this Execution; And afterward, on the same Day the said Cred<sup>r</sup>  
 shewed the said Appraisers the above described Pieces of Land as the Estate  
 of the said Oliver which they appraised at the Summs abovementioned  
 by the acre, amounting in the whole to the Sum of sixteen Pounds two  
 Shillings and three Pence one farthing of lawful money in order to  
 satisfy this Execution in part, with all fees, and set out the same to  
 him by the meter and bounds aforesaid for this Purpose, & I then and  
 there by his order immediately levied this Execution on the said Tracts  
 of Land and thereby satisfied the said Execution in part viz for the sum  
 of fourteen Pounds five shillings and nine pence one farthing, with all fees  
 viz fees to the Appraisers being 7/3 for surveying the Land & swearing  
 appraisers 1/- for recording this Execution & Return 1/- to the Creditor for going  
 to take Possession 2/- and my own, being 10/9 & thereupon delivered to the  
 said Cred<sup>r</sup> receipt & possession of the same Land who accepted the same in  
 part Satisfaction of the said Execution viz for the said Sum of £14. 5. 9. 1.  
 and for the posts and fees afores. and for the Residue return the same wholly  
 unsatisfied - Asa White Deput<sup>y</sup> Sheriff - Hampshire ss May 22<sup>d</sup> 1773  
 I accept of the above described Tracts of Land } Rec<sup>d</sup>. and registered in Lib<sup>y</sup> B  
 in part Satisfaction of this Exec<sup>n</sup> viz for the } for registering of Executions in  
 Sum of fourteen Pounds five Shillings & } said County page 169 & 8  
 9<sup>d</sup> 1/4 of with all fees for appraising } Exec<sup>n</sup>. of Edw. Dymon Rec<sup>d</sup>  
 Salmon Dickinson - Hampshire ss May Term 1773  
 rec<sup>d</sup>. and entered from the originals with the records of Entries & return -  
 by W<sup>m</sup> Williams Cler<sup>k</sup>

Hampshire ss. George the Third by the Grace of God of Great Britain France  
 (Seal) and Ireland King Defender of the Faith &c - To the Sheriff of our  
 County of Hampshire his Under Sheriff or Deputy Greeting  
 Banister } Whereas Thomas Banister of Brookfield in our County of Worcester  
 vs Adams } Yeoman, by the Consideration of our Justices of our Inferiour Court  
 of Common Pleas holden at Springfield within and for our County  
 of Hampshire aforesaid on the third Tuesday of May instant recovered  
 Judgment against John Adams of Amherst in our County of  
 Hampshire Yeoman for the sum of four Pounds three Shillings and  
 six Pence lawful money Damages and one Pound sixteen Shillings &  
 ten Pence Costs of Suit as to us appears of Record whereof Execution  
 remains to be done: We Command You therefore that of the Goods  
 Chattels



Chattel or Land of the said John within your Precinct you cause (51.  
to be paid and satisfied unto the said Thomas at the Value thereof in money Banister  
the aforesaid Sum, with one shilling and five pence more for this Writ & Adams  
thereof also to satisfy yourself for your own fees, and for Want of Goods Chat  
tels or Land of the said John to be by him shewn unto you or found in  
within your Precinct to the Acceptance of the said Thomas to satisfy the  
Sum aforesaid; We Command you to take the body of the said John &  
him commit unto our Goal in Springfield in our County of Hampshire  
aforesaid and detain in your Custody within our said Goal until he pay  
the full Sum above mentioned, with your fees, or that he be discharged by the  
said Thomas the Creditor or otherwise by order of Law - Hereof fail not &  
make Return of this Writ with your Doings therein into our said Inferiour  
Court of Common Pleas to be holden at Springfield within our County  
of Hampshire aforesaid upon the last Tuesday of August next. Witness  
Israel Williams Esq at Springfield the 28<sup>th</sup> day of May in the 13<sup>th</sup> year  
of our Reign Anno Domini 1773 - W<sup>m</sup> Williams Cler

Hampshire June 16<sup>th</sup> 1773 Then John Field Isaac Goodale and John  
Billing were sworn faithfully & impartially to appraise such real Estate of  
the within named John Adams as should be shewn them to satisfy this Execu-  
tion and all fees, Before Josiah Chauncy Just. Peace - We the Subscribers  
being duly chosen and sworn faithfully and impartially to appraise such real  
Estate of John Adams as should be shewn to us to satisfy an Execution of Those  
Banister against the said John Adams have accordingly on this Day appraised  
the real Estate hereafter described shewn to us for that Purpose as the Estate of  
the said John Adams that is to say a Tract of Land lying in Amherst in the  
County of Hampshire and at the west End of a piece of Land lately taken in  
Execution by Peter Smith from the said John Adams and bounded East on  
said Peter Smith's Land North on Land of John Hunt and South on Land  
of the said John Adams the South Side of the Appraised Land is a Line paral-  
lel to the South Side of said John Hunt's Lot and running westerly from the  
Southwest Corner of said Peter Smith's Land, between which Line and the said  
Hunt's Lot the appraised Lands run Westerly so far as to make the Quantity of  
Ten Acres and half of Land Which Land we appraised at the Sum of seven  
Pounds seventeen Shillings and nine pence to satisfy said Execution and all  
fees and set out the same by Meter and Bounds according to Law -  
Witness our Hands the Sixteenth Day of June Anno Domini 1773 - Isaac  
Goodale, John Field, John Billing - Hampshire June 16<sup>th</sup> 1773 Then  
by Order of the Creditor and because he chose to levy on the Real Estate rather  
than the Person of the ~~debtor~~ Debtor I levied this Execution on a Tract of Land  
lying in Amherst in said County shewn to me by the Creditor as the Estate  
of the said John Adams lying at the west End of a piece of Land lately taken  
in Execution by Peter Smith from the said John Adams and bounded East on  
said Peter Smith's Land North on Land of John Hunt and South on Land  
of the said John Adams the South Side of ~~the~~ said Land is a Line Parallel  
to the South Side of said John Hunt's Lot and running Westerly from the  
Southwest Corner of said Peter Smith's Land, between which Line and said  
Hunt's Lot the Premises run westerly so far as to make the Quantity of Ten  
Acres and half of Land; Which Land I first caused to be appraised for the same  
Purpose by John Field & John Billing both chosen by myself because the  
Debtor did not see cause to choose any Appraiser & was not to be found, and  
Isaac



Banister } Isaac Goodale chosen by the Creditor all being discreet & indifferent men  
 & all Freeholders within the same County, and all duly sworn to make a  
 faithful and impartial Appraisement of the same, which said Appraisers  
 did there on the same Day apprise the same Lands being shewn them by  
 one and by the Creditor for that purpose at the sum of Seven Pounds  
 seventeen Shillings and nine Pence to satisfy this Execution and all fees &  
 set out the same by meter and bounds, the whole Contents of this Execution  
 being five pound one Shilling and nine pence . . . . . £ 5. 1. 9  
 and the fees of the Justice for the Bath being one Shilling & six pence . . . . . 1. 6  
 and the fees of the appraisers fourteen Shillings . . . . . 14. 0  
 the fees of the Creditor for travel & attendance to take Seisin six Shillings . . . . . 6. 0  
 and the fees of recording in the Register, & Clerk's Office six Shillings . . . . . 6. 0  
 and my own fees eight Shillings and six Pence, & I have there <sup>above described</sup> . . . . . 8. 6  
 by Virtue hereof gave Seisin and Possession of the Premises to £ 7. 17. 9  
 Simon Strong by the Attorney of the Creditor to this purpose who in the  
 Name and behalf of the Creditor accepted thereof in full satisfaction of  
 this Execution and all fees and so I return the same wholly satisfied  
 Solo<sup>r</sup>. Boltwood Deput. Sheriff - I do hereby accept of the above de-  
 scribed Lands in full satisfaction of this Execution & all fees Simon Strong Att<sup>y</sup>  
 to the Creditor - And I do likewise accept said Lands in full satisfaction  
 of the same Tho<sup>s</sup> Banister - Hampshire s<sup>p</sup> Springfield Aug<sup>t</sup>. 30<sup>th</sup> 1773  
 rec<sup>d</sup>. & Registered with the Registry of Executions in said County Lib<sup>r</sup>. B<sup>o</sup>  
 fol<sup>o</sup>. 173 or & exam<sup>d</sup>. by Edw<sup>d</sup>. Pyncheon Register - Hampshire s<sup>p</sup>. Aug<sup>t</sup>. 31<sup>st</sup> 1773  
 rec<sup>d</sup>. & entred from the originals and exam<sup>d</sup>. by W<sup>m</sup>. Williams Cler<sup>k</sup>.

Boltwood } Hampshire s<sup>p</sup> George the Third by the Grace of God of Great Britain France  
 of } and Ireland King Defender of the Faith &c To the Sheriff of our County  
 Moddy } (Seal) of Hampshire his Under Sheriff or Deputy Greeting -  
 Whereas Ebenezer Boltwood of Amherst aforesaid Gentleman by the  
 Consideration of our Justices of our Inferiour Court of Common Pleas  
 holden at Northampton within and for our County of Hampshire afores<sup>d</sup>.  
 on the second Tuesday of March instant recovered Judgment against  
 Josiah Moody of Amherst in our said County of Common Pleas for the sum of  
 Sixty two Pounds one Shilling and six pence of the lawful money of our  
 Province of the Massachusetts Bay Damages And one pound twelve Shill<sup>ings</sup>  
 and six pence Costs of Suit as to us appears of Record whereof Executions re-  
 main to be done - We command you therefore that of the Goods Chattels  
 or Lands of the said ~~James~~ Moody within your Precinct you cause to be  
 paid and satisfied unto the said Boltwood at the Value thereof in money  
 the aforesaid Sum with one Shilling and five pence more for this Writ  
 and thereof also to satisfy yourself for your own fees And for Want of Goods  
 Chattel, or Lands of the said Moody to be by him shewn unto you or found  
 within your Precinct to the acceptance of the said Boltwood to satisfy  
 the sum aforesaid We command you to take the body of the said Moody  
 and him commit unto our Goal in Springfield or Northampton in  
 our County of Hampshire aforesaid and detain in your Custody within  
 our said Goal until he pay the full sum above mentioned with your  
 fees or that he be discharged by the said Boltwood the Creditor or otherwise  
 by Order of Law. Hereof fail not and make Return of this Writ with your  
 Doings therein into our said Inferiour Court of Common Pleas to be holden  
 at Springfield within our County of Hampshire aforesaid upon the third  
 Tuesday of May next. Witness Israel Williams Esq at Northampton the  
 thirtieth day



Boltwood  
or  
Moody

day of March in the 14<sup>th</sup> year of our Reign Annoque Domini 1774 —  
 Hampshire March 31<sup>st</sup> 1774 Then Simon Clark Isaac Goodale and John  
 Billing all of Amherst were duly sworn to make a true and faithful and  
 impartial Apprisement of such real Estate as should be shewn them to sa-  
 tisfy this Execution and all fees before Josiah Chauncy Justice Peace.  
 We the subscribers being duly chosen and sworn to apprise the real  
 Estate and Lands of Josiah Moody of Amherst in the County of Hampshire  
 to satisfy an Execution against the said Josiah in favour of Ebenezer Boltwood  
 of said Amherst Gent<sup>l</sup> have accordingly on this thirty first Day of March anno  
 Domini 1774 appraised a certain Tract of Land in Amherst for that Purpose  
 described and bounded as follows viz east on a Way North partly on a Way  
 laid by Fort River and partly on Land of Reuben Gowls South on Land of  
 Nathan Moody west on Hadley line said Land lie on each Side of Fort  
 River which runs through the same and contains about twenty nine Ares  
 all which with the Appurtenances being shewn to us for this Purpose we have  
 under our Oath aforesaid appraised at the Sum of Sixty two pounds fourteen  
 Shillings and three pence in order to satisfy so far the said Execution & fees  
 Witness our hands and Seals the Day and year above written, Simon Clerk  
 Isaac Goodale, John Billing, and Seals — Hampshire March 31<sup>st</sup> 1774  
 Then according to the choice and Election of the Creditor and by his special Order &  
 direction I viewed this Execution on a Tract of Land of the within named Josiah  
 Moody lying in Amherst in the County of Hampshire described & bounded as  
 follows viz east on a Way north partly on a Way laid by Fort River and partly  
 on Land of Reuben Gowls South on Land of Nathan Moody west on Hadley line  
 said Tract lies on each Side of Fort River which runs through the same and  
 contains about twenty nine Ares Which Tract of Land was first duly ap-  
 prised for this Purpose by Simon Clark chosen by myself and Isaac Goodale  
 likewise chosen and appointed by myself the Debtor not seeing Cause to choose  
 any Appriser and not being to be found and John Billing chosen by the said  
 Ebenezer the Creditor All said Apprisers being Inhabitants of said Amherst  
 and all discreet and indifferent Persons and all Freeholders within the same  
 County and all having been duly sworn for this Purpose to make a faithful &  
 impartial Apprisement of the Premises before Josiah Chauncy Esq one of his  
 Majesty's Justices of the Peace for said County in order to satisfy this Execution  
 and all fees Which Land above described being the Estate of the said Josiah in fee  
 the said Apprisers under their Oath aforesaid and for the Purpose above speci-  
 fied did appraise at the Sum of Sixty two pounds fourteen Shillings and three  
 Pence to satisfy this Execution and all fees The whole Sum due on the Execution  
 being ————— £62.15.5  
 The fees of swearing Apprisers being one Shilling and six pence — — — 1.6  
 my own legal fees being twenty nine Shillings and two pence — — — 29.2  
 the Cost and fees of the Apprisers being eighteen Shillings — — — 18.0  
 The Creditor's fees of Attendance to take Seisin being one Shilling — — — 1.0  
 The fees of recording in the Register's and Clerk's Office six Shillings — — — 6.0  
 Which Land so appraised I did then and there take and attach by £64.11.1  
 Virtue of this Execution and thereof gave Seisin and Possession according to Law  
 to the said Ebenezer Boltwood the Creditor who then and there accepted same  
 in full Satisfaction of all fees and in Part Satisfaction of this Execution to wit  
 at said appraised Value and so return this Execution unsatisfied for the Sum  
 of three Pounds sixteen Shillings and ten Pence and for the Residue thereof fully  
 satisfied. Sol<sup>d</sup> Boltwood Dep<sup>y</sup> Sher — I do accept the above described  
 Land at the appraised Value in Satisfaction of all fees and in part of this Exe-  
 cution. Ebenezer Boltwood — Hampshire Received 7<sup>th</sup> May 1774  
 and removed from the Originals and Examined

By W<sup>m</sup> Williams Cler



Ashley Esq } Hampshire's George the second by the grace of God of Great Britain France &  
Execut } Ireland King Defender of the Faith &c — To the Sheriff of our County of  
Watkins } (Seal) Hampshire his Under Sheriff or Deputy Greeting —  
Com<sup>rs</sup> Whereas Josiah Dwight Esq John Worthington Esq both of Springfield and  
Miriam Ashley of Westfield Gentlewoman all in said County Executors of  
the last Will and Testament of Nathl Ashley late of said Westfield Esq Dec<sup>d</sup>  
By the Consideration of our Justices of our Inferiour Court of Common Pleas  
holden at Springfield for and within our County of Hampshire aforesaid on the  
Third Tuesday of May last recovered judgment against Elizab<sup>th</sup> Watkins of  
said Westfield Widow Administratrix on the estate of Peter Watkins late of  
the same Westfield yeoman deceased for the sum of Eleven Pounds four Shill<sup>ings</sup>  
and five pence three farthings lawful money Damages And one Pound eleven  
Shillings and three pence Costs of Suit as to us appears upon Record Whereof  
Execution remains to be done. We Command you therefore that of all Goods  
Chattels or Lands of the said Peter in the hands of the said Elizab<sup>th</sup> Com<sup>rs</sup>  
as aforesaid within your Precinct you cause to be paid and satisfied ~~to~~  
unto the said Josiah John and Miriam in their said capacity at the  
Value thereof in Money the aforesaid Sum with one Shilling and four pence  
more for this Writ and thereof also to satisfy yourself for your own fees —  
Hereof fail not — and make return of this Writ with your Doings therein into  
our said Inferiour Court of Common Pleas to be holden at Springfield with  
in our County of Hampshire aforesaid upon the last Tuesday of August next  
Witness Joseph Dwight Esq at Hatfield the 9<sup>th</sup> Day of June in the  
thirty first Year of our Reign Annoque Domini 1750 W Williams Cler  
Hampshire's Westfield June 23<sup>d</sup> 1750 Lieut. John Shepard Lt. Martin  
Dewey and Inf<sup>ts</sup> John Ingersoll all Freeholders in said County being  
appointed to make an Apprisement of so much of the real Estate of y<sup>e</sup>  
within named Peter Watkins dec<sup>d</sup> which may be shewn them by Lieut.  
Moses Dewey Deput. Sheriff as shall be sufficient to satisfy the within writ-  
ten Execution in favour of Josiah Dwight Esq and John Worthington Esq  
and Miriam Ashley Gentlewoman personally appeared and made solemn  
Oath that in performing said Business they would act therein faithfully &  
impartially according to their best Skill and judgment before me David  
Morely Just. Pais & We the Subscribers being chosen appointed and sworn  
to apprise such real Estate of the within named Peter Watkins dec<sup>d</sup> as should  
be shewn to us to satisfy the within Execution have appraised the Land here-  
after mentioned shewn to us by Moses Dewey for that Purpose lying and  
being in the Township of Westfield viz Six Acres and one quarter of an  
Acre lying the northerly side of the Little River bounded north on Land  
of Israel Ashley Esq taken by Execution against the Estate of the said Peter  
dec<sup>d</sup> West on Land of Samuel Wharfieles east on Land of Joseph Stanton  
north on said River And thirteen Acres and one quarter being part of  
a grant of Land of twenty Acres originally granted to Nath<sup>l</sup> Ponder  
the whole whereof contains twenty Acres lying on the west side of said  
River opposite to Land of Thomas Stanhat Jun<sup>r</sup> the whole whereof is  
bounded as follows viz Southerly by the hill easterly and northerly by said  
River westerly by the commons near west mountain said thirteen Acres &  
one quarter to be taken off the Westesly end of said twenty Acres which  
two Tracts of Land we do apprise at fourteen Pounds one Shilling and  
ten Pence Witness our hands this 23<sup>d</sup> day of June 1750 John Shepard  
John Ingersoll Appraisers —

Stampo —



Hampshire June 26<sup>th</sup> 1758 Then by Virtue of this Execution and Order of the  
 Creditors within named I levied and extended the same on the Land above described  
 as the Estate of the within named Peter Watkins decd. and gave Possession of the same  
 to the within named Miriam Ashley who accepted the same in full Satisfaction  
 of this Execution with my fees Cost and Charge of Apprising & which she paid  
 Recd. of Moses Dawey Deft. Sheriff the above Lands —  
 Hampshire sp. Springfield Feb<sup>y</sup> 8<sup>th</sup> 1759 — Miriam Ashley —

Recd. and recorded in Lib.<sup>o</sup> A. for recording  
 Executions in said County page 256 & 257 of Edw.<sup>d</sup> Pyncheon Reg<sup>r</sup> —

Hampshire By Desire of Lincoln Ashley one of the heirs of the  
 above named Noah Ashley Esq. signified to me this twentieth Day of Aug.  
 1774 I have entered the afores<sup>d</sup> Exec<sup>n</sup> & return from the originals and exam.  
 the same — William Williams Clerk —

Hampshire George the Third by the Grace of God of Great Britain France and  
 (Seal) Ireland King Defender of the Faith &c. — To the Sheriff of our  
 County of Hampshire his Under-Sheriff or Deputy Greeting — Pyncheon  
 Hichon

Whereas George Pyncheon of Springfield in our County of Hampshire  
 Gentleman by the Consideration of our Justices of our Inferior Court of Com-  
 mon Pleas holden at Northampton within and for our County of Hampshire  
 aforesaid by Adjournment on the second Tuesday of March instant moved  
 Judgment against George Pyncheon yeoman and Stephen Hichon yeoman  
 both of Granville in our County of Hampshire aforesaid for the Sum of four-  
 teen hundred and six pounds eighteen Shillings and 2<sup>d</sup> lawful money damages  
 and one pound eight Shillings and six pence Costs of Suit as to us appears  
 of Record whereof Execution remains to be done We command you there-  
 fore that of the Goods Chattels or Lands of the said George Pyncheon last named  
 and the said Stephen within your Precinct you cause to be paid & satisfied  
 unto the said Pyncheon first named at the Value thereof in money the aforesaid  
 Sums with one Shilling and five pence more for this Writ and thereof also to  
 satisfy yourself your own fees — And for want of Goods Chattels or Lands of the  
 said Pyncheon of Granville and P. Stephen to be by them shewn unto you or  
 found within your Precinct to the Acceptance of the said Pyncheon first named  
 to satisfy the Sums aforesaid We command you to take the bodies of the said  
 Pyncheon of Granville and said Stephen and them commit unto our Goal  
 in Springfield or Northampton in our County of Hampshire aforesaid &  
 detain in your Custody within our said Goal until they pay the full Sums  
 above mentioned with your fees or that they be discharged by the said Pyncheon of  
 Springfield the Creditor or otherwise by order of Law. Hereof fail not, and  
 make Return of this Writ with your Doings therein into our said Inferior  
 Court of Common Pleas to be holden at Springfield within our County of  
 Hampshire aforesaid upon the third Tuesday of May next Witness Israel  
 Williams Esq. at Northampton the 17<sup>th</sup> Day of March in the 14<sup>th</sup> year of our  
 Reign Annoque Domini 1774 Wm Williams Cler.

Hampshire March 24<sup>th</sup> 1774 Then personally appeared Reuben  
 Bliss and Thomas Stebbins both of Springfield and John Wright of Granville  
 and made Oath that in making an Apprisement of the real Estate of Stephen  
 Hichon and George Pyncheon both of Granville to discharge an Execution in favour  
 of Capt. George Pyncheon of Springfield that they would act therein faithfully  
 indifferent and impartially according to the best of their Skill and Judgment  
 for one Timothy Robinson Justice of the Peace — Hampshire sp. March 25<sup>th</sup>  
 1774 The creditors thinking fit to levy this Execution upon the real Estate of y<sup>e</sup>  
 said George Pyncheon of Granville and said Stephen Hichon they not having  
 personal Estate sufficient to satisfy the same by Virtue of said Execution and  
 by —



<sup>or</sup>  
Pyncheon  
Pyncheon  
Hickox } and by Direction of said George Pyncheon of Springfield the Creditor Sentenced  
upon and seized the several Tracts pieces and parcels of Lands hereafter described  
with all the houses and buildings thereon standing all lying and being in  
Granville in said County and belonging to the said George Pyncheon of Granville  
and said Stephen Hickox and caused the same to be duly apprized by Messieurs  
Reuben Bliss and Thomas Stebbins both of Springfield and John Wright of  
Granville three indifferent discreet men and all Freeholders in said County  
the said Reuben Bliss being chosen and appointed by the Creditor and the said  
Thomas Stebbins being chosen and appointed by the said George Pyncheon of  
Granville he the said Stephen agreeing and assenting thereto and the said John  
Wright appointed by myself they having been first duly sworn faithfully and  
justly to appraise the same before Timothy Robinson ~~of Granville~~ by one of  
his Majesty's Justices of the Peace for said County who appraised the same  
as followeth That is to say The Homestead whereon the said George Pyncheon  
of Granville now lives containing three acres and an half of Land bounded  
South and West on High Ways north on Samuel Coe's land east on other land  
of said George Pyncheon of Granville with the dwelling house and buildings thereon  
apprized by them at the sum of one hundred and eight Pounds lawful money  
also one other piece or Tract of Land adjoining belonging to said George Pyn-  
cheon containing nine acres bounded South on the High Way east on Stephen  
Hickox's Land north on Samuel Coe's land and west on said Pyncheon's homestead  
with the pot-off Potash-Kettles and Wash-house standing thereon apprized by  
them at the sum of fifty three Pounds lawful money Also the dwelling house  
Buildings and one quarter of an Acre of Land belonging to said George Pyncheon  
of Granville now in the Occupation of Oliver Mun bounded east on the High Way  
West, north and South on the Land of Enock Coe apprized by them at thirty  
two Pounds lawful money Also another piece of Land containing a quarter  
of an Acre with a Shop standing thereon bounded South on the High Way  
east and North on David Rose's Land West on Daniel Rose's Land apprized by  
said Appraisers at fourteen Pounds lawful money Also one other piece of Land  
containing half an Acre with a dwelling house thereon standing now in the  
Occupation of Doct. Harvey bounded east and South on a High Way West and  
North on David Rose's Land apprized by them also at Twenty five Pound law-  
Money Also another piece of Land belonging to said George Pyncheon of Gran-  
ville containing eight Acre and one hundred and forty Rods of Land bounded  
northwardly on Ebenezer Baldwin's Land West on Ezra Baldwin's Land South  
on John Wright's Land east on Daniel Rose's Land and Athens - Also a two  
Rod High Way from the east Side of said Wright's Land to the Country Road  
apprized by said Appraisers at twenty nine Pounds five Shillings lawful  
money Also another piece of Land containing four Acres belonging to said  
George Pyncheon of Granville on the east Side of the Great Hollow so called  
bounded northwardly on the High Way Eastward and Southwardly on Ben-  
Smith's Land and Westwardly on Capt. Thos. Pratt's Land apprized by said  
Appraisers at Seventeen Pounds lawful money - Also one other Tract of Land  
belonging to said Hickox containing eighty Acres bounded eastwardly on the  
High Way Southwardly on Amos Baldwin's Land Northwardly on Abel and  
Josiah Coe's Land westwardly on with all the buildings thereon  
standing apprized by said Appraisers at two hundred and twenty five  
Pounds lawful money - Also one Tract or Parcel of Land belonging to s<sup>r</sup>. Hickox  
containing eighty Acres with the barn Cow-House and Buildings thereon standing  
bounded northwardly on a High Way Westwardly on David Rose's Land Southward-  
ly on John Bates's Land eastwardly partly on Ezra Baldwin's Land and partly on  
other Land of said Hickox apprized by said Appraisers at the sum of two hundred  
and sixty Pounds lawful money Also another piece of Land belonging to s<sup>r</sup>. Hickox  
containing about eight Acres bounded northwardly on Samuel Coe's Land eastwardly  
partly on other Land of said Hickox and partly on Samuel Coe's Land Southwardly  
on Ezra Baldwin's Land westwardly partly on the High Way and partly on s<sup>r</sup>. Hickox's  
eighty Acre Lot apprized by said Appraisers at sixteen Pounds Also one other Tract  
or Parcel of Land containing about thirty Acres belonging to said Hickox bounded  
westwardly partly on Samuel Coe's Land and partly on other Land of s<sup>r</sup>. Hickox  
North-



















of March in the Year of our Lord 1770 caused the aforesaid John Bishop Joseph  
Boswell Jun<sup>r</sup> & John Nelson all Freeholders & Residents within said County &  
indifferent & discreet Men to be sworn before Daniel Bush Esq<sup>r</sup> a Justice of the  
Peace in and for the same County, faithfully & impartially to appraise, value &  
Estimate the said Belknap's assumed & sworn them to satisfy the Execution  
and all Justs the said John Bishop being chosen to the said Commission and  
the said John Nelson chosen by the said Belknap & the said Daniel Bush  
appointed by us for that purpose and the three several Tracts of Land  
and Premises aforesaid being sworn by the said Commission as the said  
Belknap's Estate, the said John Bishop John Nelson & Joseph Boswell  
appraised the same on their Oaths respectively two pounds three shillings & two pence  
lawful Money and set out the same by the Not said Records & returned to  
satisfy the Execution in part viz for the sum of thirty pounds & four  
shillings and all Justs & Charges amounting to the sum of three pounds  
nine shillings & two pence, as both in Return above also appear  
and on this 2<sup>d</sup> day of March the Execution on the three several Tracts  
of Land & Premises as aforesaid & deliver the said Daniel Bush  
sixteen & a half pence thereof to satisfy the Execution in part viz for the  
sum aforesaid and all other amounting to the sum of the said  
sum of thirty two pounds three shillings & two pence lawful Money  
Archieb Cooley Dep<sup>y</sup> Sheriff







St. Nicholas & Springfield December 12, 1770. Recd & Registered in Prob. Co  
for registering of Executions in said County pag 112 &c Exam.  
J<sup>es</sup> Edw. Johnson Register

Hampshire 19<sup>th</sup> Decr of the Creditor aforesaid exhibited to me this  
23<sup>d</sup> day of August at New Dor. 1788 I have entered the foregoing Errors  
Cert. & Return from the Originals and examined the same  
Robt. Neek Clerk

[illegible]



and eighty One

in the same County personally appearing and made oath that no objection could be made to the validity of the same, and that they would be sworn to as the lawfully according to their best judgment.

He never knew how to write!

Thus, since April 2, 1782, Thos. Chace has been a free man, and only  
bound to his master, in consequence of a deed of violence, that  
in appropriating the said estate in the following manner  
provided that he was to be a free man, and the within Execution has  
been, partly in and in itself, according to the best  
and judgment. The one is a free man, and the other is a free man.

at Hampshire Feb 2<sup>d</sup> 1782 We the subscribers appointed and duly sworn before  
the Court of Sessions at New Bedford County Massachusetts  
named Samuel Belting in Order to satisfy the within Execution in account  
of Isaac Adams Esq<sup>r</sup> against Samuel Belting due and lawfully owing  
certain Tract of Land lying in that Field in said County called the  
great Farm to the said Eliza Morton or her assigns Samuel Belting  
appeared and submitted himself to the said Court and was bound by the said Court  
North 75 rods thence N 3° 55' East 21 rods & 20 Links thence West  
3° 45' 128 rods bounded South on Eliza Morton's Land North  
East on a highway and part on Samuel Belting's Land  
South on a road and a highway and part on the land and premises of  
her executors and he per which Land was attached by Virtue  
of the original writ on the return given him the execution as  
said and so do appraise the above described Land to be worth  
the Sum of Thirty five pounds eight shillings & of pence of Law-  
ful money of the Province and have set apart the said  
Tract of Land to be sold at a public sale on the 1<sup>st</sup> day  
of this Execution as Witness our hands Charles Tracy Eliza Morton  
Penz Graves Appraisers

Amherst April 2. 1882 By Direction of Warren Smith the  
Court on the 1st inst. ordered a certain named Samuel  
Bridges Executor of the last will & testament of Reuben Phelps &  
this day revived this same Execution on a certain Lot of Land  
being and being on the 1st inst. in the said County of Vermont  
which is particularly described in the above & shown of  
the above mentioned appraisers viz Elijah Weston who was chosen  
by the Creditor. Fred. Hayes Chas. Fray who were appointed by the  
the subscriber the said Samuel Bridges who is not being to be found  
the Court is present here at this time and is chosen in the said County  
of the appraisers who have been chosen as appraisers in Certificate  
since received, and they have received the said Certificate of appraisement



the same to be sold, the sum of thirty five pounds eight shillings and three pence of lawful Silver Money and an acre of land with the same together with my Tax for keeping the same, the Sheriff appraising the said land, other charges a full husbandly acre about the said land which were paid by the creditor amounting to the sum of the above sum eight shillings and three pence of lawful Silver Money and I delivered the said warrant with the same and the fees of the said Sheriff and who assisted the same in full satisfaction hereof I therefore return this execution satisfied at the Sheriff's house.

Witness the Hands of Thomas Parsons Deputee Sheriff and Deputee of the Sheriff of Land above described with the Appurtenances as in full satisfaction of this execution and the charge for the sum of thirty five pounds eight shillings & three pence lawful Silver Money and consent that the Sheriff return this execution satisfied  
 \_\_\_\_\_  
 Witness in the

Hampshire 21 June 1782 and 1783 see an order in  
 Lib B. Folio 191 & examined for the same

Hampshire 21 May 1782, I, the Sheriff of the County of Hampshire  
 have entered the foregoing execution Certificate  
 and return from the Original and examine  
 the same  
 I Robt Brec & Coe

Hampshire 21 June 1782, The Common Council of the County of Hampshire  
 To the Sheriff of our County of Hampshire in Under Sheriff or  
 Deputee - Greeting - Whereas Charles Dymond of the County of Hampshire Esq. by the Consideration of our Justices of our Superior Court of Common Pleas holden at Spring Hill within & for our County of Hampshire aforesaid on the third Tuesday of May Instant recovered Judgment against the said Andrew Cotton of the said County of Hampshire for the sum of two hundred and seven pounds nine shillings and six pence of lawful Silver Money Damages and two hundred and seven shillings like Money Costs of suit on the Value of said sum in the Bills of public Credit as to us appears of Record, whereof Execution remains to be done - We command You therefore that of the Good Chattels or Lands of the said Andrew within your Precinct You cause to be paid and satisfied unto the said Charles at the Value thereof in Money the aforesaid sum with three shillings more for this Work and three pence to satisfy Yourself for your own Fees and Charges of Goods Chattels or Lands of the said Andrew to be by him tendered unto You or found within your Precinct to the Acceptance of the said Charles to satisfy the sum aforesaid: We command You to take the Body of the said Andrew and him commit unto our

Dymond & Cotton



at Springfield in Northampton in our County of Hampshire  
aforesaid and detain in your Custody within our said Court until  
he pay the full Sum above mentioned with your Fees, or that  
he be discharged by the said Charles the Creator, or otherwise  
by Order of Law. Shew of said not and make Return of this  
Writ with your Doing thereinto into our said Superior Court  
of Common Pleas to be holden at Spring field within our  
County of Hampshire aforesaid upon the last Tuesday of June  
next. Witness mine the Danielson Esq<sup>r</sup> at Springfield  
the twenty sixth day of May in the Year of our Lord Seventeen  
hundred and eighty One Rob. Breckin

Springfield June 14<sup>th</sup> 1781. Then Capt. John Morgan Ariel Collins &  
Lewis Parsons appeared before me the Subscriber One of the Justices of the  
Peace for said County and made solemn Oath that in appraising  
said Real Estate of Andrew Cotton of Springfield as should be shown  
them by Joel Day Deputy Sheriff in Order to satisfy an Execution in his  
hands against said land now in Favour of Charles Gynther Esq<sup>r</sup> of  
said Springfield that they would act faithfully and impartially  
according to their best Skill and Judgment  
Attest Wm Gynther Justice of Peace

We the Subscribers Freeholders in the County of Hampshire being  
chosen appointed and sworn to make an Appraisement of  
said Real Estate of Andrew Cotton of Springfield in said County  
Gentleman as should be shown us to satisfy an Execution in Favour  
of Charles Gynther Esq<sup>r</sup> of Springfield aforesaid against the said  
Andrew; Having had part of a the Messuage Shop Barn and  
House and two Tracts of Land shown unto us by Joel Day  
a Deputy Sheriff lying and being in Springfield aforesaid for  
that purpose and having viewed and considered the said Messuage  
Shop Barn House and Land hereafter mentioned and described  
and bounded as follows: To wit: A certain parcel of the Estate of Jo.  
said Wright Esq<sup>r</sup> deceased Easterly on the County Road or high  
Way and to extend Northwesterly by said County or high Way to wit  
in this sort: From the said Messuage or Dwelling House then turning and run-  
ning westerly a line parallel with the southerly side of said House to  
the center of the front door of said House then northerly then the  
middle of said House to the Kitchen then westerly by the northerly  
side of said House the same line twenty feet from the Kitchen  
of said House including the westerly half of said House (having  
and accepting) the Kitchen adjoining the said House then from  
the aforesaid twenty feet from said House northerly to the Prison  
Ground then westerly by the Prison Ground so far as said Prison  
Ground extends then northerly by said Prison Ground to Land of Messrs



Wm. J. Esq. then westerly by said Whip's Land to the Rear End of said  
 Cotton Land, then southerly by said Whip's Land or Land that late  
 belonged to Benjamin Liddick Whip deceased to the Land of the Heirs  
 of Josiah Dwight deceased then easterly by said Dwight's Land  
 to the County Road or highway, this Division including  
 the Barn and Horse Shed standing on said Land, We apprai-  
 sed at One Hundred Twenty Six pounds Six Shillings and  
 eleven pence and no more lawful Silver Money, exclusive of  
 the Crop of Grass now standing on said Land - Also the  
 southerly half of the Land nearly opposite said Dwelling  
 House which said Cotton purchased of Captain George Spru-  
 cune Land sheweth as aforesaid, We appraise at this  
 by eight pounds and no more lawful Silver Money  
 John Morgan Ariel Cotton, Zenas Parsons

Amphisp. June 14. 1781

By Direction of Charles Dymond Esq. the Creditor in the  
 within Execution against the within named Andrew Cotton & which this  
 Indenture is annexed, I tried this same Execution on our certain Piece of  
 Land lying and being in Springfield in said County, and upon one  
 half of a Messuage of Dwelling House half of a Shop, the whole Barn  
 and Horse Shed all standing and being on said Land which is  
 particularly described in the Return of the appraisers hereto annexed  
 viz Capt John Morgan who was chosen by the Ariel Cottons by said  
 Charles and Zenas Parsons by said Andrew the Debtor, then being in de-  
 fault and discreet Men and Freeholders in the said County of Ham-  
 psire, who having been duly sworn as appears by the Certificate before  
 Wm Dymond Esq. made on said Execution and then having  
 viewed the said Lands and Premises, did appraise the same Land &  
 One half said House half said Shop, whole Barn and Horse Shed  
 to be worth Two hundred fourteen pounds 6 Shillings and eleven pence  
 and no more. The Debt and Cost of this Execution to be worth my  
 Fees for trying the same, the Cost of appraising the said Land  
 and premises amounting to said Sum of two hundred four-  
 teen pounds six shillings & eleven pence, and on the 15. day of said  
 June I delivered to the said Charles Dymond Esq. a Return and I shew  
 now of the said Lands westerly half of said House & the southerly  
 half thereof, Barn and Horse Shed excepting to said Cotton and his  
 assigns excepted in the said Robt Breck's Deed to the said Andrew Cotton  
 in full satisfaction of this Execution & therefore return the same  
 fully satisfied

Toed Day & duly sworn

Charles D. 2.0.10  
 appraiser 1.16.0  
 Certificate 3.17.10

Amphisp. Aug. 13. 1781 This is registered with the  
 Indentures hereto annexed in Lib. B. 1. 3868e and  
 exam. per Wm Dymond Esq.

Amphisp. Aug. 20. 1782 We Desire of the Creditor, have entred  
 the foregoing Execution Certificate and Return hereto  
 annexed from the Original and examined the same  
 Robt Brecklee



Duty  
Procurator } Hampshire Co., The Commonwealth of Massachusetts  
} the Sheriff of our County of Hampshire his clerk is hereby a Deputy  
} Sheriff of our County of Hampshire in our County of  
Suffolk sent by the Concurrence of our Justices of our Inferior Court  
of Common Pleas holden at Northampton within said for our County  
of Hampshire aforesaid on the second Tuesday of April instant recd  
verdict and judgment against Joseph Brownson State of Conway in our  
said County of Hampshire under for the sum of One hundred twenty  
ten shillings and six pence of lawful Money Damages and two pence  
seven shillings and two pence like Money Costs of which as to  
us appears of Record, whereof Execution remains to be done.

We command You therefore, that of the Goods Chattels or Lands of the said  
Joseph within your Precinct; You cause to be paid and satisfied unto the said  
Eideon all the Value thereof in Money the aforesaid sum with One shilling  
and four pence more for this writ, and thereof also to satisfy yourself for  
your own Fees - And, in want of Goods Chattels or Lands of the said  
Joseph to be by him shown unto You a found within your Precinct to the  
satisfaction of the said Eideon to satisfy the sum aforesaid. We command  
You to take the Body of the said Joseph and him commit unto our Goal  
in Springfield or Northampton in our County of Hampshire aforesaid  
and detain in your Custody within our said Goal, untill he pay the  
full sum aforesaid, or with your Surety that he be discharged by  
the said Eideon the Creditor or otherwise by Order of Law. And of such  
out, and make Return of this Writ, with your Doings, bearing into  
our said Inferior Court of Common Pleas, to be holden at Spring  
field within our County of Hampshire aforesaid upon the third Tues  
day of May next. Witness my hand and Seal at Springfield the  
twentieth day of April Anno Domini One thousand seven hundred  
and eighty two Rob Breckin

Hampshire Co. April 27 1782 Personally appeared William Pillsbury and  
M<sup>rs</sup> Consider Ann and John Stacey all Freeholders in the said County  
of Hampshire before me the Subscribes one of the Justices of the Peace for  
said County and made solemn Oath that in appraising such  
Real Estate or Right in Equity of redeeming the same of Joseph Brown  
son of Conway in said County as should be shown them in Order  
to satisfy the Execution and all the, they would act fairly fully and  
impartial according to their best judgment - (Signed) Valerius Just. Pe.

Hampshire Co. the Subscribers being appointed and sworn to appraise such real  
estate or Right in Equity of redeeming the same as should be shown to us by  
Simon Brownson Deputy Sheriff of the said County of Hampshire State  
of Conway in said County under a writ in which he had a Right in Equity  
of redeeming the same in Order to satisfy the Execution have viewed a  
Piece of Land in Conway aforesaid which was abstracted by Lines of  
the original Writ in said Action from whence the same proceeded, with a  
dwelling House standing thereon in which the said Brownson lived for  
several Years past bounded East upon Lands of Capt Consider Ann  
of the town of French northwesterly on the said Thomas French's Land, south  
on David Child's Land and westerly on George & Redfield's Land



containing about fifty Acres which said Tract of Land with the Buildings  
thereon and Appurtenances being before mortgaged by two several Deeds of  
Mortgage to John Worthington Esq: of Springfield by the said Joseph  
Brownson, One of which Deeds by the said Joseph to the same John Wor-  
thington Esq: bears date January 13, 1774 conditiond to be void on pay-  
ment of twenty four pounds thirteen shillings with the lawful  
Interest there of from that Time and the other of said Deeds, from the  
same Joseph to the same John bears Date May 13, 1774. conditiond to  
be void on Payment of thirty seven pounds two shillings with the  
lawful Interest there of from that Time and having carefully viewed  
and considered the Value of said Land and House We did appraise  
the said Joseph Brownson Right in Equity of Redemption in the  
same Tract of Land and House at the Sum of One hundred  
and Thirteen pounds twelve shillings, and the Damages and  
Costs mentiond in this Execution and other Charges which necessari-  
ly arose about the same amounting to no more than One hundred &  
seven pounds eight shillings and five pence there remains of the  
Right in Equity of Redemption twelve pounds three shillings and  
seven pence more than sufficient to satisfy this Execution and  
the necessary Charges We have therefore set over the said Right in  
Equity of Redemption in the same Tract & House to satisfy this  
Execution, the said Sum of twelve pounds three shillings and  
seven pence being to be paid to the said Joseph the Debtor by  
the Creditor. In Witness where of We have here to set our hands  
and Seals this twenty seventh Day of April in the Year four Lord  
One thousand seven hundred and eighty two. John Gray & Co  
Consider Arms & Seal Wm Pittings Seal

Hampshire April 27, 1782 The above named Creditor by think-  
ing fit to lay on the said Estate of the within named Joseph Brownson  
to satisfy this Execution the Judgment there in mentioned & all other  
Costs, twenty seventh Day of April seized the same on the Tract  
of Land above mentioned and the said Dwelling House bounded  
as aforesaid which Tract of Land with the Buildings & Appurten-  
ances were before mortgaged to John Worthington Esq: by two se-  
veral Deeds of Mortgage as above is mentiond which Tract of Land  
with the Buildings and Appurtenances were shown to me by the said  
Debtors. Attest Caleb Strong as the Estate in which the said Joseph  
Brownson had a Right in Equity of redeeming the same & I then  
named William Pittings Esq: John Gray Esq: & Consider Arms  
Gentleman all of said County and Freeholders true & indifferent  
and disinterested to be sworn faithfully & impartially to app-  
raise such real Estate or right in Equity of redeeming the same  
as should be shown to satisfy this Execution and all other the said  
William Pittings being chosen by the said Attest of the said Debtors the  
said John and Consider appointed by the the said Joseph Brownson not  
survive leave to cause any Juror will not being to be found the said William  
John and Consider appraised the said Josephs Right in Equity of  
Redeeming the said Tract of Land and Buildings at the Sum of one  
hundred and Thirteen pounds twelve shillings and set over the same  
Right in Equity of Redemption three pence to satisfy this Execution and showed  
this Execution on the same Right in Equity of redeeming said Tract and



Buildings and delivered to the said Caleb Attorney to the said Gideon as aforesaid for the use of the said Gideon Seizin and Possession thereof to satisfy this Execution and all Fees, which Sum of One hundred & fifteen pounds and twelve shillings was twelve pounds three shillings and seven pence more than sufficient to satisfy this Execution and other charges and the said Caleb as Attorney and on Behalf of the said Gideon then and there tendered and exhibited, for the use of the said Joseph the same Sum of twelve pounds three shillings and seven pence which Sum I thereupon received of the said Caleb in full satisfaction of an Execution in Favour of Joel Parsons against said Joseph and indorsed the same Sum on the same Execution. Wherefore return this Execution wholly satisfied.  
Witness Parsons

Hampshire Springfield May 13. 1782 Received & registered  
in Lib. B. Vol. 194th under par. 8.  
per Wm. Duckworth Reg.

Hampshire Aug. 20. 1782 By Dore of Caleb Strong Esq. M.P.  
to the above named Gideon Batey the Creditor. I have  
entered the foregoing Execution Certificate and  
Return of the Sheriff from the Original and  
examined the same. Wm. Duckworth Esq.

Thayer  
Hunt  
Hampshire George the third by the Grace of God of Great Brittain  
France and Ireland King Defender of the Faith &c.  
(Seal) To the Sheriff of our County of Hampshire his Under Sheriff  
or Deputy Greeting Whereas Timothy Thayer  
of Northampton in our County of Hampshire Plaintiff by the Consideration  
of our Justices of our Superior Court of Common Pleas holden at  
Springfield within and for our County of Hampshire aforesaid, on  
the last Tuesday of August last recovered Judgment against Samuel Hunt of Char-  
lemont in our County of Hampshire Debt for the Sum of Eighty six pounds -  
lawful Money Damages and Two pounds three shillings & two pence Costs  
of Suit as to Us appears of Record, whereof Execution remains to be done  
We command You therefore that of the Goods Chattels or Lands of the said Samuel  
Hunt within your Precinct You cause to be paid and satisfied unto the said  
Timothy Thayer at the Value thereof in Money the aforesaid Sum with One  
shilling & eleven pence more for this Work the Costs and there of also to satisfy  
yourself for your own Fees - and for Want of Goods Chattels or Lands of the  
said Samuel Hunt to be by him shewn unto You, or found within your Precinct  
to the Acceptance of the said Timothy to satisfy the Sum aforesaid; We command  
You to take the Body of the said Samuel & him commit unto our Goal in Spring-  
field in our County of Hampshire aforesaid and detain in your Custody with-  
in our said Goal untill he pay the full Sum above mentioned with your Fees  
or that he be discharged by the said Timothy the Creditor, or otherwise by Order  
of Law & thereof fail not and make Return of this Work with your Doing



61

therein into our said Superior Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid upon the third Tuesday of May next Witness Israel Williams Esq<sup>r</sup> at Hatfield the 23<sup>d</sup> day of March in the 12<sup>th</sup> Year of our King Amosque Domini 1772 W<sup>m</sup> Williams Cler  
The above named Creditor has taken the Oath required by Law to entitle him to take out this Writ Attest W<sup>m</sup> Williams Cler

Hampshire 8 April 24. 1772 Decd on the foregoing Execution T<sup>im</sup>othy Thayer  
has paid lawful Money in part Timothy Thayer

Hampshire 8 April 29<sup>th</sup> 1772 - Then Samuel Taylor James White & Asahel Thayer  
made solemn Oath that in appraising any Estate of Capt<sup>r</sup> Sam<sup>l</sup> Hunt  
which may be shown them by Timothy Thayer within named in Order  
to satisfy the within Execution they would act faithfully & impartially  
according to their best Skill & Judgment For on a App<sup>r</sup> P<sup>r</sup>est<sup>r</sup> For

With the subscribers being appointed & duly sworn, to appraise such Real Es-  
tate as should be shew'd to Us by Timothy Thayer as the Real Estate of Samuel  
Hunt of Charlemont in the County of Hampshire Gent<sup>l</sup>man in Order to satis-  
fy the contents of an Execution in Favour of Timothy Thayer against said  
Hunt, have viewed a piece of Land which was attacked by Virtue  
of the original Writ in said Action from whence the same proceeded  
and is bounded and described as follows North on Thomas Hemock's  
Land, South on William Bowers East on the Lot N<sup>o</sup> 15, West  
on land of John Brown, and We do appraise said Land with the  
House & Barn and outash standing on the same, viz sixty five  
Acres of Land to be worth twenty three pounds five shillings and  
One penny lawful Money & no more, and We have set said  
Buildings and Land apart for the said Timothy Thayer in  
full Discharge of said Execution Witness our hands Hatfield  
April 29. 1772 Asahel Thayer Samuel Taylor James White

Hampshire 8 April 29. 1772 By Direction of Mr Timothy Thayer  
as Creditor in this Execution against Samuel Hunt of Charlemont  
I this day heard this same Execution on a Piece of Land in Charlemont with the  
Buildings and Appurtenances thereon, which piece of Land is particular-  
ly described in the Return of the aforesaid Appraisers viz Asahel Thayer  
chosen by said Timothy Thayer the Creditor, James White whom the said  
Samuel Hunt chose and Samuel Taylor who was appointed by Me the Subscriber  
being independent disinterested Men & Freeholders in said County of Hampshire  
who was duly sworn as appears by the Certificate thereof & they having viewed  
said Premises did appraise the same to be worth £73.5.1. Now since  
the Debt & Costs of said Execution being the above said Sum & I desired to  
the said Timothy Thayer Receiver & Assignee of the said Portion of Land with the  
Buildings and took the same in full of the Sum in the Execution Court  
inclosed therefore I return it dated & paid by this Certificate  
Attest Oliver Warner Dep<sup>y</sup> Cler

Hampshire 8 Apr 29. 1772 Recd by the hands of Oliver Warner Dep<sup>y</sup> Cler  
Receiver & Assignee of the Buildings & Land as above described in full & satis-  
faction of this Execution against Capt<sup>r</sup> Samuel Hunt - Timothy Thayer  
Hampshire 8



Hampshire's Springfield May 19. A.D. 1772 Rec'd & Registered on Book  
A.B. for registering Executions in said County page 142d and  
examined W<sup>m</sup> Edw Lynkton Reg<sup>r</sup>

Hampshire's September 1782 By Desire of Timothy Thayer a fore-  
named Creditor I have entered the foregoing Execution Certificate and  
Return of the Sheriff, from the Original and examined the same  
Robt Breck Ch<sup>r</sup>

Gill Esq<sup>r</sup>  
Clary

Hampshire's The Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire his Under Sheriff  
or Deputy Greeting  
Whereas Moses Gill of Princeton  
in our County of Worcester Esq<sup>r</sup> by the Consideration of our Justices  
of our Superior Court of Common Pleas holden at Northampton  
within and for our County of Hampshire aforesaid on the  
second Tuesday of November Instant recovered Judgment against  
Samuel Clary late of Sunderland in our said County of Hamp-  
shire Trader for the Sum of Eleven pounds Seventeen shillings  
and five pence of lawful Money Damages and two pounds &  
eight pence like Money Costs of Suit, as to Writ appears of Record  
whereof Execution remains to be done We command You there-  
fore that of the Goods Chattels or Lands of the said Samuel within  
your Precincts You cause to be paid and satisfied unto the said  
Moses at the Value thereof in Money the aforesaid Sum with One  
shilling and four pence more for this Writ and three of alio to satis-  
fy yourself for your own Fees And for Want of Goods Chattels or  
Lands of the said Samuel to be by him shown into Town or found within  
your Precincts to the Acceptance of the said Moses to satisfy the Sum  
aforesaid. We command You to take the Body of the said Samuel and  
him commit unto our Goal in Springfield or Northampton in our  
County of Hampshire aforesaid and detain in your Custody within  
our said Goal untill he pay the full Sum above mentioned with your  
Fees or that he be discharged by the said Moses the Creditor, or other by Order  
of Law & that he do not and make Return of this Writ with you Doing  
therein into our said Superior Court of Common Pleas to be holden at  
Northampton within our County of Hampshire aforesaid upon the second  
Tuesday of February next Witness Timothy Danielson Esq<sup>r</sup> at Spring-  
field the twenty fifth Day of November Anno Domini one thousand  
seven hundred and eighty two Robt Breck Ch<sup>r</sup>

Hampshire's November 26<sup>th</sup> 1782 Then Jacob Curwin Esq<sup>r</sup> W<sup>m</sup> Allen  
and Matthias Goodwin all Freeholders in the said County  
came personally before me the Subscriber one of the Justices of the Peace  
for said County and made solemn Oath that in appraising such  
real Estate of Samuel Clary as should be shown them to satisfy this  
Execution and all Fees they would act faithfully and impartially  
according to their best Judgment before Caleb Strong Just. Pac<sup>r</sup>

We the Subscribers being all Freeholders within the County of Hampshire  
and all duly chosen appraised and sworn to the faithful and impartial  
appraisal of such real Estate as should be shown to us to be appraised in



Order to satisfy this Execution, have viewed a piece of Land in Ash-  
field in said County which was attached by Virtue of the original Writ  
in said Action from whence the same proceeded shown unto Us by Mr  
Simon Parsons Deputy Sheriff as the Estate of the said Samuel Clary  
which piece of Land is bounded as follows, to wit beginning at a point  
in the East Line of the Lot on which the said Samuel lives at the south end  
of a Horsehouse about two rods West of the Meeting House and from thence  
running across the said Lot at right angles with the East Line above  
mentioned being about fifty rods to the West Line of the same Lot and  
from thence Southwards on the said West Line fifteen rods & three Links  
and from thence across the said Lot in a Line parallel with the first  
mentioned Line of the said piece of Land to a point fifteen rods and  
three Links distant from the Station first aforesaid and from thence  
to the said first mentioned Station which said piece of Land We have  
apprised at sixteen pounds eleven shillings and One penny to satis-  
fy the said Execution and all Fees, said Execution being returnable  
at the next Superior Court Witnes our hands & Seals this twenty sixth  
Day of November Aveneten hundred & eighty two. Jacob Sherwin  
and Nathl Urick Goodwin & Seal Samuel Allen & Seal

Hampshire ss. Nov 26 1782 The above named. Messrs Gill Esq<sup>r</sup>  
thinking fit to lay on the Real Estate of the within named Samuel  
Clary to satisfy this Execution and all Fees & on the Day aforesaid  
called Jacob Sherwin Esq<sup>r</sup> & Messrs Urick Goodwin & Samuel Allen  
all of said Ashfield Free holders true and indifferent discreet Men  
to be sworn faithfully and impartially to appraise such Real Estate  
of the said Samuel Clary as should be shown to satisfy this Execution  
and all Fees the said Samuel Allen being chosen by the Creditor & the  
said Jacob and Urick appointed by Me for the purpose aforesaid, the said  
Samuel Clary not being herein to choose any Person, and the said Tracts  
of Land bounded and described in the above Return of the aforesaid  
Appraisers being shown by the said Messrs Gill, Att<sup>y</sup> Caleb Strong as the  
said Samuel Clary's Estate the said Jacob Urick and Samuel Allen appraised  
the same upon their Oaths at sixteen pounds eleven shillings & One penny  
to satisfy the said Execution and all Fees and set off the same as by their  
Return above also appears and on the same twenty sixth Day of November  
I paid this Execution on the same piece of Land and delivered the  
said Caleb Strong Attorney to the said Messrs Gill as aforesaid for the  
Use of the said Messrs Sherwin and Esq<sup>r</sup> from thence to satisfy this Ex<sup>n</sup>  
and all Fees to wit for the sum of sixteen pounds eleven shillings  
and One penny

At Simon Parsons Dep<sup>y</sup> Sher

Hampshire ss Springfield Dec 27 1782 Received & registered in Lib B. H. 214  
and examined. J<sup>r</sup> W<sup>m</sup> Guehnon Sec<sup>y</sup>

Hampshire ss March 3 1783 Rec<sup>d</sup> and entered from the original & examined

Per Rob Breck Cler











remains to be done - We command You therefore, that of the Goods  
Chattels or Lands of the said John within your Precinct You cause  
to be paid and satisfied unto the said Abel at the Value thereof in  
Money the aforesaid Sum with One shilling & five pence half pence  
more for this Writ and thereof also to satisfy Yourself for your own  
Fees - And for Want of Goods Chattels or Lands of the said John  
to be by him shewn unto You or found within your Precinct to the  
Acceptance of the said Abel to satisfy the Sum aforesaid, We command  
You to take the Body of the said John and him commit unto our  
Goal in Springfield or Northampton in our County of Hampshire  
aforesaid and detain in your Custody within our said Goal  
untill he pay the full Sum above mentioned with your Fees or that  
he be discharged by the said Abel the Creditor or otherwise by Order of  
Law - If you fail not and make Return of this Writ with your  
Doings therein into our said Inferior Court of Common Pleas to be  
holden at Springfield within our County of Hampshire aforesaid  
~~untill the said Abel the Creditor or otherwise by Order of Law~~  
~~the said Abel the Creditor or otherwise by Order of Law~~  
~~you fail not and make Return of this Writ with your Doings~~  
~~therein into our said Inferior Court of Common Pleas~~  
upon the last Tuesday of August next - Witness Timothy Duncanson Esq:  
at Springfield the tenth Day of June Anno Domini One thousand se-  
ven hundred & eighty two Rob Breck Cler

Hampshire 8 Aug<sup>r</sup> 1782 Personally appeared John Terguson David  
Scott & Lavan Sacket and made Oath that in appraising the  
Real Estate taken to satisfy the Execution of Abel Whitney against  
John French they would govern themselves by the general Rates at  
which Real Estates of the same Kind and Quality had of late been  
sold for ready Money in this part of the County and that they  
would therein act faithfully and impartially according to their  
best Skill and Judgment - Coram Natham Parker Esq: J<sup>us</sup> Pac<sup>is</sup>

Montgomery August 1<sup>st</sup> 1782 This Day We the Subscribers being app-  
ointed and sworn have set off and appraised unto M<sup>rs</sup> Abel Whitney  
of the Estate of John French situate & lying & being in Montgomery  
eleven twenty fifth parts of the Dwelling house of said French in the West  
part of said House the whole to be divided into twenty five equal Parts &  
We have likewise set off to the said Whitney One half acre of Land, beginning  
at the Center of the House on the Road, thence extending southerly eight rods  
to a large Rock, thence westerly Ten rods, thence northerly eight rods thence  
easterly Ten rods to the first Station appraised at One pound witness our  
hands the Day afores<sup>d</sup> - David Scott Lavan Sacket John Terguson

Hampshire 8 August 1<sup>st</sup> 1782 The Creditor Abel Whitney mentions  
in the Execution to which this Schedule is annexed thinking fit to levy the  
same Execution upon the Real Estate of John French therein named  
by Virtue of the same Execution and by Direction of said Creditor I entered  
upon and served a Pack of the Dwelling House and piece or parcell of Land  
hereafter described lying and being in Montgomery in the County of  
Hampshire the Estate of the said John French, that is to say, Eleven twenty



fifth parts of said Dwelling House at the West part thereof, the whole to be divided into twenty five equal Parts and One half Acre of Land bounded and described as follow, that is to say beginning at the Center of the House on the high Way and thence measuring Southerly to a large Rock in the Lot eight rods thence running ten rods westerly upon a Line parallel to the high Way, thence northerly upon a Line parallel with the first Line eight rods to the High Way and thence easterly by said High Way to the first Station which Real Estate I caused to be duly appraised by Messrs John Ferguson David Scott and Zavan Sacket three indifferent discreet Freeholders in the same County the said Zavan Sacket appointed by the Court and the other two by myself, the said John French not seeing fit to appoint either of them who being first duly sworn thence appraised the same Real Estate above described to wit said eleven twenty fifth parts of said Dwelling House and said half Acre of Land at twelve pounds three Shillings lawful Money and I then gave the said Abel Whitney Sheriff & Officer of the same Real Estate in full satisfaction of said Execution my own Fees and the Charges of appraising the same

Jonas Henry Dep<sup>y</sup> Clerk

Hampshire ss Springfield Oct<sup>r</sup> 30. 1782 Received & Registered in Lib B. Fol. 209 Examined per W<sup>m</sup> Lyndbourne Reg<sup>r</sup>

Hampshire ss Mar 26. 1783 Paid and entered from the Original and examined per Rob Breck Cler

Hampshire ss The Commonwealth of Massachusetts — Plunk

(B) To the Sheriff of our County of Berkshire his Under Sher. Easton  
 off or Deputy Greeting Whereas Wait S<sup>r</sup> John Plunk  
 of Middletown in the County of Hartford & State of Connecticut Joiner  
 by the Consideration of our Justices of our Superior Court of Common Pleas holden at Northampton within and for our County of Hampshire aforesaid on the second Tuesday of April last recovered a Judgment against Ahimaa Easton of Washington in our County of Berkshire Yeoman for the Sum of three hundred and fifty pounds nine shillings & Six pence of lawful Money Damages and two pounds nine shillings and two pence of like Money Cost of Suit as to us appears of Record, whereof Execution remains to be done We command You therefore, that of the Goods Chattels or Lands of the said Ahimaa within your Precinct, You cause to be paid and satisfied unto the said Wait S<sup>r</sup> John all the Value thereof in Money the aforesaid Sum with two shillings & eleven pence more for this Work and a former One and that also to satisfy Yourself for your own Fees — And for Want of Goods Chattels or Lands of the said Ahimaa to be by him shewn unto You



Plumb  
 8<sup>th</sup>  
 Boston } a pound within your Sheriff to the receipt of the said Wait & John  
 to satisfy the sum aforesaid. We command you to take the body  
 of the said Achinaar and him commit into our Goal in Great  
 Barrington in our County of Berkshire aforesaid & detain in your  
 custody within our said Goal until he pay the full sum above-  
 mentioned with your fees or that he be discharged by the said Wait  
 & John the Creditor or otherwise by Order of Law. If he fail not &  
 make Return of this writ with your Doings therein unto our said  
 Inferior Court of Common Pleas to be holden at Springfield within  
 our County of Hampshire aforesaid upon the last Tuesday of August  
 next. Witness my hand & the Seal of the said Court at Springfield the twenty  
 fourth day of May Anno Domini One thousand seven hundred  
 and eighty two Robt Breck Cler

Berkshire June 27. 1782 Then by Order of the Creditor I have  
 the Execution on forty millions and an half of Land lying in Wash-  
 ington in said County & the Estate of the within named Achinaar  
 Boston which was appraised to John Lanston chosen by the Creditor  
 Jabez Cornish chosen by the Defendant and Elias Willard Jun<sup>r</sup> cho-  
 sen by myself. said Persons are Freeholders in said County and  
 were sworn by Eli Root Esq<sup>r</sup> for that purpose who appraised said  
 Land & House and One Barn standing thereon at two hundred  
 fifty One pounds & ten shillings lawful Money which Land is  
 bounded as follows: Viz<sup>t</sup> beginning at a heap of Stones on the  
 north side and running East sixty eight rods & One half rod twen-  
 ty nine degrees South then West sixty seven rods to the pond twenty  
 nine degrees West, thence north by the pond twenty two rods thence  
 north fifty nine rods, west fifteen degrees to the Road leading to  
 Capt<sup>m</sup> Merry, thence north fourteen rods, East fifteen degrees,  
 thence East thirty rods North thirty four degrees, thence north fifteen  
 degrees East fourteen rods thence South thirty eight rods by the Brook  
 thence East six degrees fourteen minutes north seventy five rods  
 to the aforesaid heap of Stones. Also One other piece of Land containing  
 two acres and bounded as follows beginning at an old Mill Dam  
 and running North twenty eight rods on the Mill brook thence East  
 fifteen rods thence South twenty One rods thence West fifteen rods  
 the whole appraised at the aforesaid value, and I have delivered  
 Depositions and Returns to Wait & John chosen by the Creditor who accepted  
 of the same in part satisfaction of the Execution. To be deducted  
 out of the Price of the said Tracts and Appurtenances enter'd our this  
 writ three pounds twelve shillings and ten pence for levying  
 and returning said Execution paid the appraisers fifteen  
 shillings the Creditors Travel and Attendance One pound & two shillings  
 and six pence and the Justice who swore the appraisers six shillings  
 and six pence all lawful Money and by Order of the Creditor I return  
 this Execution unsatisfied for the remainder by Prosper Pelly Dep<sup>t</sup> Thos  
 Elias Willard Travel 10ms 3/ 1 sh 6d for levying according to law & return  
 surveying said Land 3/ £3. 12. 6  
 appraising said Land 3/ 1 sh 6d Travel 10 miles 8 days Attend<sup>t</sup> 1. 2. 6  
 Jabez Cornish 1 day attend<sup>t</sup> 3/ Berkshire Great Barrington Jan 7. 1783.  
 and returning 3/ Rec<sup>d</sup> and recorded in Book N<sup>o</sup> 9. Page 839 by  
 John Lanston survey 28 3/ Hampshire May 6. 1783. Major Josiah Keger  
 attended 1 day 3/ Original and examined  
 Justice for swearing 6/ Robt Breck Cler



Hampshire sh. The Commonwealth of Massachusetts

65

To the Sheriff of our County of Hampshire

his under-Sheriff, or Deputy, Greeting

Whereas Lucretia Colb of Hadley in our County of Hampshire Widow, by the consideration of our Justices of our Superior Court of Common Pleas holden at Northampton within & for our County of Hampshire, aforesaid, on the second Tuesday of November last recovered Judge worth against Benjamin Smith of Hadley aforesaid a Comam for the Sum of six Pounds six shillings & six Pence of lawful Money Damages, & one Pound three shillings & six Pence like Money Costs of Suit, as to us appears of Record, whereof Execution remains to be done: We command you therefore that of the Goods, Chattels or Lands of the said Benjamin within your precincts you cause to be paid & satisfied unto the said Lucretia at the Value thereof in Money, the aforesaid Sum, with one shilling & four Pence more for this Writ & thereof also to satisfy yourself for your own Fees. And for want of Goods, Chattels or Lands of the said Benjamin to be by him shewn unto you or found within your Precincts to the Acceptance of the said Lucretia to satisfy the Sum aforesaid, We command you to take the Body of the said Benjamin and him commit unto our Gaol in Springfield or Northampton in our County of Hampshire aforesaid, & detain in your Custody within our said Gaol, untill he pay the full Sum above mentioned, with your Fees or that he be discharged by the said Lucretia the Creditor, or otherwise by order of Law hereof laid not, & make return at this Writ, with your Oath therein, into our said Superior Court of Common Pleas, to be holden at Northampton within our County of Hampshire aforesaid, upon the second Tuesday of February next. Witness

Colb.  
or  
Smith

Robt Brook Clarke

Hampshire sh. Dec<sup>r</sup> 12<sup>th</sup> 1702. In the presence of Thomas Lyman Natham Smith & David Stockbridge personally appeared and made Oath that in appraising such Real Estate of the above named Benjamin Smith as should be shewn them to satisfy the above Execution & all Costs, they would appraise the same according to their best Skill and Judgement

Hampshire sh. Dec<sup>r</sup> 12<sup>th</sup> 1702. Coram Just<sup>is</sup> Chas<sup>s</sup> Williams Jus<sup>tes</sup> Dea<sup>us</sup> and duly sworn to appraise such Estate of the within named Benjamin Smith as should be shewn as by the within named Lucretia Colb, as the real Estate of the within named Benjamin Smith to satisfy the content of the above within Execution have viewed a certain Piece of Land lying in that Part of Hadley in the said County called the third Meadows (which was attached by virtue of the Original Writ from whence the Execution proceeded, viz about one acre & one quarter, which is bounded North on that Part of the Original Lot which was lately sold to & is now in Possession of John Chas<sup>s</sup> Williams Esq<sup>r</sup> South on the Town Lot now in Possession of the Rev<sup>d</sup> Samuel Hopkins - West on Connecticut River & Easterly on Muddy Brook (so called) - And we do appraise the same to be worth eight Pounds twelve shillings & six Pence lawful Money & no more, and we have set apart the same Tract of Land for the said Lucretia Colb in full discharge of this Execution & of all Costs as which our hands

Thomas Lyman  
Natham Smith  
David Stockbridge

Hampshire sh. December 12<sup>th</sup> 1702. By direction of Lucretia Colb as Creditor in the within Execution against the within named Benjamin, This Day viewed the same upon a certain Tract of Land in Hadley in the said County & in that Part thereof called the third Meadows being shewn me as the Real Estate



of the said Smith & which was attached by virtue of the Original Writ from whence this Execution proceeded) which is particularly described in the Return of the above named Appraiser, viz. Pinchas Lyman who was chosen by the Creditor and Nathaniel Smith & David Stickbridge who were appointed by me the subscriber (not being able to find the Debtor) they being indifferent, disinterested Men & Freeholders in the County of Hampshire, who were duly <sup>viewed</sup> as appears by the within Certificate & they having <sup>viewed</sup> the said Sum did appraise the same to be worth eight Pounds twelve Shillings & six Pence lawful Money & no more, the Debt & Cost of the said Execution together with my Fees for carrying the same & other Charges which necessarily arose about the affair amounts to the Sum of Eight Pounds twelve Shillings & six Pence & I delivered to Mrs. Lucia Cobb (by John Christ Williams Esq<sup>r</sup> her Att<sup>y</sup>) Surin & Possession of the said Tract of Land who accepted the same in full satisfaction of the Sum herein contained & of the Cost of appraising the said Land & my Fees which were paid by the Creditor. I therefore return this same Exec<sup>n</sup> satisfied by this Certificate. Attest Elisha Porter Sheriff

True by the Hands of Elisha Porter Sheriff, Possession and Surin of the Tract of Land above described in full satisfaction of this Execution & all Costs. John Christ Williams, Att<sup>y</sup> to the Creditor Hampshire Co Springfield March 25<sup>th</sup> 1783, Read and Registered Lib. B Tol 22<sup>th</sup> &c. and Examined

P. Wm. Ingham Reg<sup>r</sup>

Hampshire Co Sep<sup>r</sup> 1<sup>st</sup> 1783 Read and entered from the Original and Examined Mr. Robt Breck Cler

Hampshire Co

The Commonwealth of Massachusetts

Nash }  
Waith } **Under Sheriff or Deputy** - **Granting**  
Whereas Aaron Nash of Northampton in the County of Hampshire and State of New-England by the Consideration & Advice of our Court of Common Pleas holden at Northampton within & for the County of Hampshire aforesaid, on the second Tuesday of February last rendered Judgement against Josiah Waith of Northampton in our County of Hampshire aforesaid for the Sum of Ten Pounds One Shilling and nine Pence of lawful Money of America, and one Pound twelve Shillings and eight Pence like Money of Great Britain, as to us appears as Record, whereof Execution remains to be done: We Command you therefore, that of the Goods, Chattels or Lands of the said Josiah within the said County, you cause to be paid and satisfied unto the said Aaron at the Value thereof in Money, the aforesaid Sum, with two Shillings & eight Pence more for this Writ & a former one & thereof also to satisfy yourself for your own Fees, and for work of Goods, Chattels, or Lands of the said Josiah to be so him shown unto you, or found within your View, to the acceptance of the said Aaron to satisfy the Sum aforesaid, We Command you to take the Body of the said Josiah & carry him unto our Goal in Springfield or Northampton in our County of Hampshire aforesaid, and detain in your Custody within our said Goal, untill he pay the full Sum above mentioned, with your Fees, or that he be discharged by the said Aaron the Creditor, or otherwise by order of Law. Hereof fail not and make return of this Writ, with your doings therein, into our said Court of Common Pleas, to be holden at Northampton within our County of Hampshire aforesaid, upon the last Tuesday of August next, to wit the Twenty-ninth Day of May Anno Domini One thousand seven hundred & eighty three

Robt. Breck Cler



Hampshire ss August 22<sup>d</sup> Personally appeared Cap<sup>t</sup> Samuel Clark & Mess<sup>rs</sup> Quarters Pomeroy & Elias Lyman Jun<sup>r</sup> and made solemn oath that in appraising such real Estate of the within mentioned Waich as should be shown to them to satisfy this Execution with all Fees they would do faithfully & impartially and according to their best Skill & Judgement  
Cor. Caleb Strong Just. Pac.

Hampshire ss August 22<sup>d</sup> 1783 We the Subscribers after being sworn as aforesaid & having viewed & considered the Value of a Tract of Land in Northampton lying in the Mountain Division so called & is a Part of a Lot N<sup>o</sup> 3 and stands on record to M<sup>r</sup> Joseph Sawley bounded as follows viz. South on the Lot N<sup>o</sup> 6. North on the Lot N<sup>o</sup> 4. East end of this Tract of Land taken by this Execution begins about twenty Rods west of the Quarter Road leading from Northampton to Springfield and extends West the whole breadth of Lot one hundred & sixty six Rods & contains twenty four Acres all which Land was shown to us by Caleb Strong Esq<sup>r</sup> Att<sup>y</sup> to the Creditor as the Estate of the S<sup>r</sup> Josiah Waich to satisfy this Execution & all Fees do upon our Oath that the aforesaid Tract of Land in our Judgement is worth fourteen Pounds two Shillings and five Pence & no more  
Samuel Clarke  
Quarters Pomeroy } Appraisers  
Elias Lyman Jun<sup>r</sup> }

Hampshire ss The within named Aaron Nash thinking fit to levy this Execution and the Judgement therein mentioned and all Fees on the Land of the S<sup>r</sup> Josiah Waich Esq<sup>r</sup> on the 22<sup>d</sup> Day of August 1783 caused Samuel Clarke, Quarters Pomeroy & Elias Lyman Jun<sup>r</sup> all Att<sup>ys</sup> & Holders in S<sup>r</sup> County and Indifferents, Discrete Men to be sworn before Caleb Strong Esq<sup>r</sup> Justice of the Peace in S<sup>r</sup> County as aforesaid and the S<sup>r</sup> Samuel Clarke was chosen by the Creditors Att<sup>y</sup> and Quarters Pomeroy by the Debtor and Elias Lyman Jun<sup>r</sup> by me & the aforesaid Tract of Land in their Oaths do appraise to be worth fourteen Pounds, two Shillings and five Pence lawful Money and no more & sub out the same by M<sup>ts</sup> & Bonds aforesaid to satisfy this Execution and all Fees as by their return aforesaid & on the afores<sup>d</sup> 22<sup>d</sup> Day of August 1783 I levied this Execution on the aforesaid Tract of Land and delivered ther<sup>e</sup> Aaron Nash's S<sup>r</sup> Att<sup>y</sup> Seizin & Possession thereof to satisfy this Execution & all Fees the whole amounting to fourteen Pounds two Shillings and five Pence & to return this Execution satisfied  
Attest, Simon Parsons Dep<sup>t</sup> Sheriff

Hampshire ss Springfield Oct<sup>r</sup> 17<sup>th</sup> 1783 Received & Registered in Lib. B. Vol. 237. &c and examined P. Wm. Pynchon Cler<sup>k</sup>

Hampshire ss ~~Nov<sup>r</sup> 17<sup>th</sup>~~ 1783 Read and entered from the Original and examined M<sup>r</sup> Rob Breck Chr

Hampshire ss

The Commonwealth of Massachusetts

(L<sup>d</sup>) To the Sheriff of our County of Hampshire  
his under Sheriff or Deputy Greeting { Warner v  
Burb & al  
Whereas Jonathan Warner of Hadley in our County of Hampshire  
Trader. By the Consideration of our Justices of our Court of Common  
Pleas holden at Northampton within & for our County of Hampshire,  
aforesaid, on the last Tuesday of August last recovered Judgement  
against Eleazer Burb Yeoman & Jonathan Burb Yeoman both of



Northampton in S<sup>d</sup> County for the Sum of Ten Pounds & eight Pence of lawful Money Damages, and One Pound three Shillings & six Pence like Money Costs of Suit, as to us appears of Record, whereof Execution remains to be done: We Command you therefore, that of the Goods Chattels or Lands of the S<sup>d</sup> Elazer and Jonathan Burd within your Jurisdiction you cause to be sold and satisfied unto the said Jonathan Warner at the Value thereof in Money the aforesaid Sum, with one Shilling and four Pence more for his Writ and thereof also to satisfy your self for your own Fees And for want of Goods, Chattels, or Lands of the S<sup>d</sup> Elazer & Jonathan Burd to be by them shewn unto you, a found within your Jurisdiction, to the acceptance of the said Jonathan Warner to satisfy the Sums aforesaid. We Command you to take the Bodies of the S<sup>d</sup> Elazer & Jonathan Burd and then Commit them to our Goal in Springfield or Northampton in our County of Hampshire aforesaid and detain in your Custody within our S<sup>d</sup> Goal, untill they pay the full Sums above mentioned, with your Fees or that they be discharged by the said Jonathan Warner the Creditor, or otherwise by Order of Law. Hereof fail not and make return of this Writ with your doings herein, into our said Court of Common Pleas, to be holden at Springfield with our County of Hampshire aforesaid, upon the second Tuesday of November next. Witness my right Danielson Esq<sup>r</sup> at Springfield the 18<sup>th</sup> Day of September Anno Domini One Thousand seven hundred eighty three.

Hampshire s<sup>d</sup> Oct<sup>r</sup> 3<sup>d</sup> 1783 Personally appeared Mess<sup>rs</sup> Joseph Cook Josiah Dickinson & Benjamin Bartlett and made solemn Oath that they would faithfully & impartially appraise such real Estate as should be shewn to them to satisfy this Execution and all Fees.

Hampshire s<sup>d</sup> Oct<sup>r</sup> 3<sup>d</sup> 1783 We the Subscribers after being sworn as Jurors and having viewed and considered a Tract of Land in Northampton containing one acre and fourteen Perches lying in Northampton Meadows called the Nuck bounded as follows viz South on a High Way, North on a Ditch, East on the Piece of John Strong, West on Jonathan Burd, said Land is in length fifty Two Rods and twenty Links, in breadth eighty two Links all which Land was shewn us by the said Josiah Warner Att<sup>r</sup> to the within named Jonathan Warner as the Estate of the within named Jonathan Burd to satisfy this Execution and all Fees do upon our Oath say that the aforesaid Tract of Land in our Judgement is worth Thirteen Pounds one Shilling and Two Pence and no more.

Joseph Cook  
Josiah Dickinson  
Benjamin Bartlett

Hampshire s<sup>d</sup> Oct<sup>r</sup> 3<sup>d</sup> 1783 The within named Jonathan Warner thinking fit to levy this Execution and the Judgment therein mentioned & all Fees on the Land of the said Jonathan Burd on the 3<sup>d</sup> Day of October 1783 caused Joseph Cook Josiah Dickinson & Benjamin Bartlett all three Jurors in & of the County and Indifferent Persons who were sworn before Caleb Strong Esq<sup>r</sup> Justice of the Peace in & of our County of Hampshire to appraise such real Estate as should be shewn them to satisfy this Execution and all Fees, and the aforesaid Josiah Dickinson being chosen by the Creditor and Benjamin Bartlett by the Debtor and Joseph Cook by me and the aforesaid Tract of Land aforesaid mentioned on their Oath do appraise to be worth thirteen Pounds one Shilling and two Pence lawful Money and no more and set out thereunto by Acts, Bonds aforesaid to satisfy this Execution & all Fees by their return aforesaid and on the fourth Day of Oct<sup>r</sup> 1783 levied this Execution on the aforesaid Tract of Land & delivered the said Josiah Warner Att<sup>r</sup> to the said Jonathan Warner Esq<sup>r</sup> & Possessor thereof to satisfy this Execution and all Fees the whole amounting to Thirteen Pounds one Shilling and Two Pence and so return this Execution satisfied.

Hampshire s<sup>d</sup> Springfield Oct<sup>r</sup> 16<sup>th</sup> 1783 Rec<sup>d</sup> & Registered in Lib<sup>ry</sup> B. Vol. 226 & c. and Examined by W<sup>m</sup> Pynchon Register

Dec<sup>r</sup> 8 1783. and entered from the Original & papers.

Robt Breck Cler



Hampshire ss

The Commonwealth of Massachusetts

To the Sheriff of our County of Hampshire  
his under Sheriff, or Deputy, Greeting

Pomeroy

Wright

Whereas Quartus Pomeroy of Northampton in the County  
aforesaid Centre, by the consideration of our Justices of our  
County of Common Pleas holden at Northampton within and for  
our County of Hampshire aforesaid on the last Tuesday of August  
last recovered Judgement against Selah Wright of Northampton  
aforesaid Centre for the Sum of seven Pounds ten Shillings & two Pence  
of lawful Money Damages, & one Pound one Shilling & two Pence  
like Money Costs of Suit, as to us appears of Record, whereof Execution  
remains to be done: We command you therefore that of the Goods  
Chattels or Lands of the said Selah within your Precinct you cause  
to be paid and satisfied unto the sd Quartus at the Value thereof in  
Money, the aforesaid Sum, with one Shilling and four Pence more  
for this writ & thereof to also to satisfy yourself for your own Fees. And  
for want of Goods, Chattels or Lands of the sd Selah to be by him shown  
unto you or found within your Precinct to the acceptance of the sd  
Quartus, to satisfy the Sum aforesaid, We command you to take the Body  
of the said Selah and him commit unto our Goal in Springfield or  
Northampton in our County of Hampshire aforesaid and detain in  
your Custody within our sd Goal, untill he pay the full Sum abovementioned  
with your Fees, or that he be discharged by the sd Quartus the Creditor  
or otherwise by order of Law. Hereof fail not and make return of this  
Writ with your doings therein, into our sd Court of Common Pleas to be  
holden at Springfield within our County of Hampshire aforesaid  
upon the second Tuesday of November next. Witness Timothy Danielson  
Esq<sup>r</sup> at Springfield the eleventh Day of September Anno Domini,  
one thousand seven hundred & eighty three. Prob. Bruck Cler.  
Hampshire ss. Oct<sup>r</sup> 16<sup>th</sup> 1783 Personally appeared M<sup>rs</sup> Jacob Parson  
Benjamin Sheldon and Medad Alvord and solemnly swore that in  
apprizing such real Estate of the within named Selah Wright as should  
be shewn them to satisfy the within Exon. they would act faithfully and  
impartially according to their best skill & Judgement.

Hampshire ss Oct<sup>r</sup> 16. 1783. We the Subscribers after being sworn as aforesaid  
and having viewed & considered the value of a Piece of Land in North-  
ampton containing one Acre two Rods and eight Perch bounded West on  
a high Way leading from Doct<sup>r</sup> Linn Kephards House to Saw-hill so called  
North on Ezra Clarks Land, East on Ezra Clarks Land & South on Asahel  
Pomeroy Land all which Land was shown us by the Creditor as the Estate  
of Selah Wright within named to satisfy this Execution & all Fees, do on our  
Oath say that the aforesaid Piece of Land in our Judgement is worth ten  
Pounds three Shillings and no more.

Medad Alvord } Appraisers  
Jacob Parson }  
Benj<sup>n</sup> Sheldon }

Hampshire ss The within named Quartus Pomeroy thinking fit to Levy  
this Execution and the Judgement therein mentioned & all Fees on the Land  
of the said Selah Wright & on the sixteenth Day of Oct<sup>r</sup> 1783. caused  
M<sup>rs</sup> Jacob Parson Benjamin Sheldon & Medad Alvord all freeholders  
in said County & indifferent discreet Men to be sworn before before  
Robert Bruck Esq<sup>r</sup> Justice of the Peace in sd County faithfully &



impartially to appraise such real Estate of the S<sup>d</sup> Selah Wright as should be shown them to satisfy this Execution and all costs & the aforesaid Jacob Parsons being chosen by Quarters, Pomroy the Creditor and Benjamin Sheldon being chosen by the S<sup>d</sup> Selah Wright the Debtor and Medad Alvord by him & the aforesaid Price of Land on their Oaths do apprise to be worth ten Pounds three Shillings lawful Money & no more & set out the same by Metes & Bounds aforesaid to satisfy this Execution & all fees as by their Return aforesaid & on the fifth Day of December 1783 I levied this Execution in the aforesaid Piece of Land & delivered the S<sup>d</sup> Quarters Pomroy sixen and Possession thereof to satisfy this Execution & all Fees the whole amounting to ten Pounds three Shillings & so return this Execution satisfied

Attest Simon Parsons Dep<sup>y</sup> Sheriff  
Hampshire ss. Springfield December 22<sup>d</sup> 1783. Received and registered in Lib. R. Folio 243 & c. and Examined

W<sup>m</sup> Synchaw Reg<sup>r</sup>

Hampshire ss. Jan 16. 1784 Read and entred from the Original and compared  
J<sup>r</sup> Robt Buck Cler

Hampshire ss

The Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire  
his under Sheriff, or Deputy, Greeting

Whereas Asahel Pomroy of Northampton in the County of Hampshire Gent<sup>r</sup>. By the Consideration of our Justices of our Court of Common Pleas holden at Northampton within & for the County of Hampshire aforesaid, on the last Tuesday of August last recovered Judgement against the S<sup>d</sup> Selah Wright of Northampton in the County aforesaid Gent<sup>r</sup>. for the sum of Twenty five Pounds fifteen Shillings and three Pence of lawful Money Damages, and One Paine one Shilling and two Pence like Money Costs of Suit, as to us appears of Record, whereof Execution remains to be done: We command you therefore that at the Goods, Chattel or Lands of the said Selah within your Precinct, you cause to be paid & satisfied unto the said Asahel at the value thereof in Money, the aforesaid sum, with one Shilling and four Pence more for this writ and thereof also to satisfy yourself for your own Fees. And for want of Goods, Chattel or Lands of the said Selah to be by him shown unto you, or found within your Precinct, to the acceptance of the said Asahel to satisfy the sum aforesaid, We command you to take the Body of the said Selah and him commit unto our Gaol in Springfield or Northampton in our County of Hampshire aforesaid & detain in your Custody within our said Gaol, until he pay the full sum above mentioned, with your Fees, or that he be discharged by the said Asahel the Creditor or otherwise by Order of Law. If he fail not, and make the return of this Writ, with your doings therein, into our said Court of Common Pleas to be holden at Springfield within our County of Hampshire aforesaid, upon the second Tuesday of November next. Witness Timothy Danielson Esq<sup>r</sup>; at Springfield the eleventh Day of September Anno Domini, One thousand seven hundred & eighty three.

Robt. Buck Clerk

Hampshire ss. Oct<sup>r</sup> 16. 1783. Personally appeared Mess<sup>rs</sup>. Jacob Parsons Benjamin Sheldon and Medad Alvord and all m<sup>o</sup> w<sup>o</sup> that in appraising such real Estate of the within named Selah Wright as should be shown them to satisfy the within Exon they would act faithfully and impartially according to their best skill and Judgement before Robt. Buck Just<sup>s</sup> Peace

Hampshire ss Oct<sup>r</sup> 16. 1783 We the subscribers after being sworn as afores<sup>d</sup> and having viewed & considered the value of a piece of Land in Northampton containing four Acres, two Rods & twenty nine Perch bounded West on a High Way leading from Dact<sup>r</sup> Levi Shephards House



to New Hill so called North on Quarters Tomerays Land East on Ezra  
Blacks Land, South on Elah Wrights Land all which Land was shewn  
us by the Creditor as the Estate of the within named Elah Wright to  
satisfy this Execution & all Ties do on our Oaths say that the aforesaid piece  
of Land in our Judgement is worth twenty Eight Pounds eight sh  
illings & eleven Pence & no more

Medad Flood  
Jacob Parsons  
Benj<sup>n</sup> Sheldon } Appraisers

Hampshire ss. The within named Asahel Tomeray thinking fit to  
lay this Execution and the Judgement therein mentioned and all Ties  
on the Land of the said Elah Wright. On the 16<sup>th</sup> Day of Oct<sup>r</sup> 1783  
caused M<sup>rs</sup> Jacob Parsons Benjamin Sheldon & Medad Flood  
all Freeholders in said County & indifferent discrete Men to be sworn  
before Rob<sup>t</sup> Bruck Esq<sup>r</sup> Justice of the Peace in said County faithfully  
and impartially to appraise such Real Estate of the said Elah Wright  
as should be shewn them to satisfy this Execution and all Ties, and the  
aforesaid Jacob Parsons being chosen by Asahel Tomeray the Creditor  
and Benj<sup>n</sup> Sheldon being chosen by the s<sup>d</sup> Elah Wright the Debtor  
and Medad Flood by me & the aforesaid Piece of Land on their  
Oaths do apprise to be worth twenty Eight Pounds eight sh  
illings & eleven Pence lawful Money and no more & set out the  
same by M<sup>tr</sup> Bounds aforesaid to satisfy this Execution & all Ties  
as by their Return aforesaid & on the Eighth Day of November 1783  
I levied this Execution on the aforesaid piece of Land & delivered  
the s<sup>d</sup> Asahel Tomeray Seizen & Possession thereof to satisfy this Execution  
and all Ties the whole amounting to twenty eight Pounds eight sh  
illings & eleven Pence and so Return this Execution satisfied

Attest Simon Parsons Dep<sup>y</sup> Sheriff

Hampshire ss. Springfield January 14<sup>th</sup> 1784. Received & Registered  
in Lib<sup>y</sup> B. Talis 201 &c and Examined

for Wm Synchew Reg<sup>r</sup>

Hampshire ss Jan 28<sup>th</sup> 1784. The<sup>se</sup> was entered from the Original  
and compared for Rob<sup>t</sup> Bruck Cler

Hampshire ss

The Commonwealth of Massachusetts

Tillotson  
Norton Esq<sup>r</sup>

To the Sheriff of our County of Hampshire his under  
Sheriff or Deputy or to either the Constables of the town of  
Westfield or Southwick in said County

Whereas Jonathan Tillotson of Southwick in our County of Hampshire  
Yeoman by the Consideration of our Justices of our Inferior Court  
of Common Pleas holden at Springfield within and for the County of  
Hampshire aforesaid, on the third Tuesday of May A Dom Sixty three  
hundred & eighty two recovered Judgment against Eddad Norton Yeoman  
and Robert Norton Yeoman both of Southwick aforesaid Decretion of  
the last Will & Testament of Freegrace Norton late of s<sup>d</sup> Southwick Yeoman  
deceased & inured Capable to the sum of Five pounds sixteen sh  
illings and two pence of lawful Money Damages & two pence  
eight shillings & three pence like Money both of said, as to us appears  
as Record, whereof Execution remains to be done: We command you there  
fore, that of the Goods, Chatties or Lands of the s<sup>d</sup> Freegrace Norton  
in the hands of s<sup>d</sup> Eddad & Robert within your precincts, you  
cause to be paid and satisfied unto the said Jonathan at

Greetings



the value thereof in Money, the aforesaid Sum, with two  
shillings and eight pence more for this & a former writ and  
thereof also to satisfy yourself for your own fees. These fail not  
and make return of this writ with your things therein, into our said  
Inferior Court of Common Pleas, to be holden at Northampton with  
our County of Hampshire aforesaid, upon the last Tuesday of August  
next. Witness Timothy Danielson Esquire, at Springfield, the eleventh  
Day of July Anno Domini, One thousand seven hundred & eighty three  
Hampshire p August 19<sup>th</sup> 1783 Rob. Black Clerk

Personally appeared Messrs Samuel  
Thrall Gentleman Moses Root Gentleman & William Mather yeoman being  
Freeholders in said County, & made oath to the just & faithful apprais-  
ment of the Real Estate of the within named Eliza & Robert  
Norton Executors of the last Will & Testament of Freegrace Norton  
deceased to satisfy this Execution

Coram J. Mather gentis Pairs  
We the subscribers being appointed and duly sworn to appraise such  
Estate as should be shewn to us by Noah Loomis Junr of Southwick  
and one of the Constables of said Southwick as the Real Estate of  
Freegrace Norton late of Southwick yeoman deceased in order to  
satisfy the contents of an Execution in favour of Jonathan Tilton  
late of said Southwick yeoman which is hereto annexed have viewed  
a piece of land which was shewn to us by the said Noah as the Estate  
of the said Freegrace and is bounded as follows containing One Acre  
one quarter & twenty six Rods lying in said Southwick and being part  
of the lot where the said Freegrace his Barn stood and lying the Easterly  
side of the Road and is bounded westerly on the Road & southerly  
on Daniel Leeland & to run East from said Road forty Rods  
thence North from said Leeland & so far as to make the quantity  
of Land aforesaid having carefully viewed and considered the  
value of the above described land and we do appraise the same  
to be worth the sum of eleven Pounds seventeen shillings & seven pence  
and we have set said land apart for the said Jonathan Tilton in  
full discharge of said Execution

Witness our Hands at Southwick  
August 19<sup>th</sup> 1783

Sam<sup>l</sup> Thrall  
Moses Root  
Wm Mather } Appraisers

Hampshire p. August 19<sup>th</sup> 1783

By direction of Jonathan Tilton the  
Creditor in the Execution hereto annexed against the administrators  
of the said Freegrace I this Day viewed the same Exon on a Portion of Land  
of about two Acres which Land is particularly described in the return of  
the aforesaid Appraisers viz by Samuel Thrall chosen by the said  
Jonathan & Moses Root & William Mather appointed by myself the said  
Administrators declined to appoint any Man they being indifferent disinterested  
Men and Freeholders in said County of Hampshire who were duly sworn  
as appears by a Certificate thereof made upon said Execution and they having  
viewed said Premises did appraise the same to be worth the sum of  
Eleven Pounds seventeen shillings & seven pence the Debt & Costs of said Exon  
together with my Fees for viewing the same & other Charges which necessarily arose  
about the same amount to the said sum & I delivered the said Jonathan Tilton a  
Portion of Land who took the same in full of the sum mentioned in said Exon containing  
and therefore return the same wholly satisfied by this Certificate Noah Loomis Junr  
Hampshire p. Springfield November 14<sup>th</sup> 1783

and examined

Hampshire p. Feb 17<sup>th</sup> 1784 and recorded from the Original & Compared  
1784

Registered in Lib<sup>o</sup> B. Folio 239<sup>th</sup>  
Wm Pyncheon Reg<sup>r</sup>

Rob Black Clerk



Hampshire ss. The Commonwealth of Massachusetts

69

To the Sheriff of our County of Hampshire his under  
Sheriff or Deputy, or to either the Constables of the Town  
of Southwick in said County — Grating —

Robt Norton  
Adm?

Whereas Roger Root of Southwick aforesaid yeoman, by the Consideration  
of our Justices of our Inferior Court of Common Pleas holden at Springfield  
within and for our County of Hampshire, aforesaid, on the third  
Tuesday of May last past recovered Judgement against Eldad Norton  
yeoman & Robert Norton yeoman both of Southwick aforesaid Executors  
of the last Will & Testament of Truigrace Norton late of said Southwick  
deceased, in said Capacity for the sum of nine pounds two shillings  
and eleven pence of lawful Money Damages, and two pounds two shillings  
and ten pence like Money Costs of Suit, as to us appears of Record  
whereof Execution remains to be done: We command you therefore that of  
the Goods, Chattels or Lands of the said Truigrace Norton in the Hands of  
th<sup>d</sup> Eldad & Robert within your Precinct you cause to be paid & satisfied  
unto th<sup>d</sup> Roger at the value thereof in Money the aforesaid Sums, with  
one Shilling & four pence more for this Writ and thereof also to satisfy your  
self for your own Fees — If you fail not, make return of this Writ with  
your doings therein, into our said Inferior Court of Common Pleas, to  
be holden at Northampton within our County of Hampshire aforesaid,  
upon the last Tuesday of August next — Witness Timothy Danielson  
Esq<sup>r</sup> at Springfield the twenty fifth Day of June Anno Domini, one  
thousand seven hundred and eighty three — Rob. Brook Clerk

Hampshire ss. August 19<sup>th</sup> 1783. Personally appeared M<sup>rs</sup>  
Samuel Thrall Gent<sup>l</sup> Moss Root Gent<sup>l</sup> and William Mather  
yeoman being Freeholders in said County & made Oath justly  
and faithfully to appraise the Real Estate of Eldad & Robert  
Norton Executors of the last Will & Testament of Truigrace  
Norton deceased to satisfy the within Execution —

Coram<sup>r</sup> Mather Just<sup>l</sup> Pair  
We the subscribers being appointed and duly sworn to appraise  
such Estate as should be shewn to us by Noah Loomis Jun<sup>r</sup> of South  
wick and one of the Constables of S<sup>d</sup> Southwick as the Real Estate  
of Truigrace Norton late of said Southwick deceased in order to  
satisfy the Contents of an Execution in favour of Roger Root, of  
Southwick yeoman which is hereto annexed have viewed a piece  
of Land which was shewn to us by the said Noah as the Estate  
of the said Truigrace containing One Acre & three quarters & seven  
Eighths Rods of Land being & lying in S<sup>d</sup> Southwick where th<sup>d</sup> Boon  
of the said Truigrace stood & is bounded as follows viz beginning  
at the Highway and bounded southerly on Land this Day sold  
to Jonathan Tilton by virtue of an Execution & bounded  
easterly on Land belonging to the Heirs of said Truigrace & to  
extend in length from said Highway Easterly forty Rods and  
then to turn of square Angle & run northerly so far that by turning  
westerly & running to the Highway so as to contain One Acre three  
quarters and twenty Rods of Ground having carefully viewed  
and considered the value of the above described Land We do  
appraise the same to be worth the Sum of fifteen Pounds two  
shillings and seven pence and we have set said Land apart  
for the said Root in full discharge of the said Execution —



Witness our Hands at Southwick 19<sup>th</sup> August 1783 - Samuel  
Thrall, Moses Root. William Mather appraisers  
Hampshire ss. August 19<sup>th</sup> 1783 - By direction of Roger Root of  
Southwick the Creditor to the within Exon against the Administra-  
tion of the said Truograce deceased, I this Day Viewed the same Exon  
on a portion of Land of about two acres which Land is particularly  
described in the Return of the said Appraisers viz by Samuel  
Thrall chosen by the said Roger and Moses Root & William Mather  
appointed by myself the Administrator declined appointing any  
Man they being indifferent, discreet Men and Freeholders in  
County who when duly sworn as appears by a Certificate thereof made  
upon said Exon and they having viewed said Premises did  
appraise the same to be worth the sum of fifteen Pounds two Shillings  
and seven pence the Costs and Costs of said Exon together with  
my Fees for viewing the same & other Charges which neaply are  
about the same amount to said Exon and delivered the said Roger  
Root Juror and Possession of said Portion of Land who took the same  
in full of the sum contained in said Exon & therefore I return  
the same wholly satisfied by this Certificate. Nath<sup>l</sup> Loomis <sup>Constable</sup>  
of Southwick

Hampshire ss. Springfield November 11<sup>th</sup> 1783. Rec<sup>d</sup>. & Registered  
in Lib<sup>ry</sup>. B. C. Folio 44<sup>th</sup> & Examined

Per William Synchon Rec<sup>d</sup>.

Hampshire ss. Feb. 21<sup>st</sup> 1784 Read and recorded from the Original and  
compared  
Rob<sup>t</sup> Breck Cler

Hampshire ss.

The Commonwealth of Massachusetts

Gillet is  
Norton  
Adm<sup>r</sup>

To the Sheriff of our County of Hampshire his  
under Sheriff or Deputy or to either of the Constables  
of the Town of Southwick in said County - Greeting

Whereas Isaac Gilett of Suffield in the County of Hampshire  
yeoman, by the Consideration of our Court of Common Pleas holden  
at Springfield within and for our County of Hampshire aforesaid  
on the third Tuesday of May last past recovered Judgement against  
Eldad Norton yeoman & Robert Norton yeoman both late of South-  
wick both late of Southwick Execution of the last Will & Testament of  
Truograce Norton yeoman late of said Southwick deceased & in  
Capacity for the sum of two pounds thirteen Shillings & six pence of  
lawful Money Damages and twenty nine Shillings like Money  
Costs of Suit, as to us appears of Record, whereof Execution remains to be  
done: We Command you therefore, that of the Goods, Chattels or Lands  
of the said Truograce Norton in the Hands of said Eldad & Robert  
within your precincts you cause to be paid and satisfied unto the said  
Isaac, at the value thereof in Money, the aforesaid sum, with two  
Shillings and eight pence more for this and one former writ and  
thereof also to satisfy yourself for your own fees. Hereof fail not  
and make return of this writ with your doings therein unto our  
Court of Common Pleas to be holden at Springfield within our County  
of Hampshire aforesaid, upon the second Tuesday of November next -  
Witness Timothy Danielson Esquire, at Springfield, the thirteenth Day  
of October Anno Domini one thousand seven hundred eighty three -  
Rob<sup>t</sup> Breck Clerk

Hampshire ss. October 23<sup>rd</sup> 1783. Personally appeared Mess<sup>rs</sup> Aaron Dwyer  
of Westfield, Cannon French Jun<sup>r</sup> of Westfield, & Stephen Saxton  
of Southwick, being Freeholders in said County and made Oath  
to appraise so much of the Real Estate of Eldad Norton & Robert



Norton both of said Southwick as will satisfy the within Execution  
justly and truly according to the best of their skill & Judgement at  
ready Money price. Coram Samuel Mather Just. Pais  
We the Subscribers appointed & duly sworn to appraise such Estate  
as should be shewn to us by Moses Hays a Constable of Southwick as  
the real Estate that lately belonged to Truigrace Norton of S. Southwick  
deceased in order to satisfy the Contents of an Execution in favour  
of Isaac Gillis of Suffield in said County given against the Exe-  
cutors of the said Truigrace which is hereto annexed having viewed  
a Piece of Land that belonged to the said Truigrace and now in  
the Possession of the said Executors & is bounded as follows viz. being  
part of the Lot where the said Truigrace last dwelt and lying in  
Southwick upon the Westerly side of the Way near the House of the  
said Truigrace and where Eldad Norton now lives and lying South of  
said House beginning next the Street four Rods South from the said  
House and thence westerly at right Angles as the way runs to  
Stubble Ground and thence South upon the Stubble Ground so far  
as to contain between the Way and the Stubble One Acre & thirty two  
Rods of Ground having carefully viewed & Price of Ground &  
considered the value of sd. Land, did appraise the same to be  
worth the sum of six Pounds lawful Money and we have set said  
Land apart for the said Isaac in full discharge of sd. Execution. Witness  
our Hands at Southwick. Oct<sup>r</sup> 21<sup>st</sup> 1783. Aaron Dwyer  
Stephen Saxton } Appraisers  
Samson French

Hampshire s. Southwick 21<sup>st</sup> Oct. 1783. By Direction of Isaac Gillis the  
Creditor in the Exon hereto annexed against the Executors of the said  
deceased. This Day viewed the same Exon on a portion of Land of a  
bush one Acre & a quarter which Land is particularly described in  
the Return of the above Appraisers by Aaron Dwyer chosen by  
the Creditor in the Exon hereto annexed & Stephen Saxton and  
Samson French Jurs appointed by myself the said Executors  
being notified to appoint a Man for sd. Purpose but neg<sup>d</sup> he tell  
they being indifferent, discrete Men and Freeholders in said County  
they having viewed said Premises did appraise the same to be worth  
the sum of six Pounds lawful Money the Debt & Cost of said Execution  
together with my Fee for laying the same and other Charges which  
necessarily arose about the same amount to the said sum & I delivered  
to the said Isaac seven & Possession of sd. Portion of One Acre & thirty two  
Rods of Ground who took the same in full of the sum in said Exon  
contained. I therefore return the same Exon wholly satisfied as by  
this Certificate. Moses Hays Constable of Southwick

Hampshire s. Springfield December 30<sup>th</sup> 1783. Received & Registered  
in Lib<sup>ry</sup> B. Folio 245 &c and Examined W<sup>m</sup> Pynchon Reg<sup>r</sup>

Hampshire s. Feb 27. 1784 Read and recorded from the Original  
and compared — — — P<sup>r</sup> Robt Drake Clk

Hampshire s.

The Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire his under  
Sheriff or Deputy

Whereas Samuel Worthington of Shelburne in our County of Hamp-  
shire yeoman by the Consideration of our Justices of our Court  
of Common Pleas holden at Northampton within & for our County  
of Hampshire aforesaid, on the last Tuesday of August last

Worthington  
Wright



recovered Judgment against Selah Wright of Northampton  
in the County aforesaid Gentleman for the sum of twenty four  
Pounds nine shillings and eleven Pence half pence of lawful  
Money Damages and One pound eight shillings & eight pence  
like Money Costs of Suit, as to us appears of Record, whereof  
Execution remains to be done: We command you therefore, that of  
the Goods, Chattels or lands of the said Selah within your Precincts,  
you cause to be paid & satisfied unto the said Samuel at the value  
thereof in Money, the aforesaid sum, with one shilling & four pence  
more for this writ, and thereof also to satisfy yourself for your own  
Fees, and for wear & of Goods, Chattels or lands of the said Selah  
to be behinshewn unto you, or found within your Precincts, to  
the acceptance of the said Samuel to satisfy the sum aforesaid,  
We command you to take the Body of the said Selah & him commit  
unto our Goal in Springfield or Northampton in our County  
of Hampshire aforesaid and detain in your Custody within our  
said Goal, untill he pay the full sum abovementioned, with  
your Fees, or that he be discharged by the said Samuel the Creditor  
or otherwise by order of Law. Hereof fail not & make return  
of this writ with your Doings therein into our said Court of  
Common Pleas to be holden at Springfield within our County  
of Hampshire aforesaid upon the second Tuesday of November  
next. Witness Timothy Danielson Esq. at Springfield the  
eleventh Day of September Anno Domini, one Thousand  
seven hundred and eighty three. Robert Brook Clerk  
Hampshire p. November 4<sup>th</sup> 1783. Personally appeared Ephraim  
Wright Esq. and Messrs Benjamin Sheldon & Medad Alvord and  
made solemn Oath that in appraising such Real Estate as should  
be shewn them to satisfy this Execution they would act honestly  
faithfully and impartially according to their best skill & Judgement  
before Caleb Strong Justice of the Peace.

Hampshire p. November 10<sup>th</sup> 1783. We the subscribers after being  
sworn as aforesaid and having <sup>viewed</sup> and considered the value of two  
Pieces of Land lying in Northampton Meadow one Piece in the  
Walnut tree Division so called bounded North & South on Paul Wrights  
Land East & West on high Ways and it contains one acre two Rods  
and four square Perch the other Piece lies in the Brook so called  
bounded North on Back Brook West on Josiah Dickinsons South  
on Selah Wrights Land & East on a Path or High-way & contains  
one acre two Rods & thirty Perch all which Land was shewn us  
by Caleb Strong Esq. Att. to the Creditor as the Estate of Selah Wright  
within named to satisfy this Execution and all Fees due upon our Oath  
say that the aforesaid tract of Land in our Judgement is worth  
twenty eight pounds six shillings seven pence two farthings & no more  
The first mentioned Piece of Land was appraised at sixteen pounds  
eleven shillings the other Piece at eleven pounds fifteen shillings & seven  
pence two farthings. Medad Alvord, Ephraim Wright, Benjamin  
Sheldon Appraisers.

Hampshire p. The within named Samuel Worthington thinking fit  
to lay this Execution and the Judgement therein and all Fees on the  
Land of the said Selah Wright on the fourth Day of November next  
hundred & eighty three, caused Ephraim Wright Esq. Benjamin Sheldon &  
Medad Alvord all Freeholders in said County and different disrepute  
Men to be sworn before Caleb Strong Esq. Justice of the Peace in said County  
faithfully & impartially to appraise such Real Estate of the said Selah  
Wright as should be shewn them to satisfy this Execution and all Fees  
and the aforesaid Ephraim Wright being chosen by the said Selah  
Wright the Debtor, Medad Alvord by Caleb Strong Esq. Att. to the



Creditor & Benjamin Sheldon by me and the aforesaid Tracts of Land on their Oaths, appraise to be worth twenty eight Pounds six shillings and seven pence two Farthings lawful Money and no more & set out the same by Mett & Bounes aforesaid to satisfy this Execution & all Fees as by their Return aforesaid & on the eighth Day of November seven hundred & eighty three I will this Execution on the aforesaid Tracts of Land and delivered the said Caleb Strong Esq. Att<sup>y</sup> to the S<sup>r</sup> Samuel Worthington Esq. & Physician thereof to satisfy this Execution & all Fees the whole amounting to twenty eight Pounds six shillings & seven pence half penny unless return this Execution satisfied

Attest Simon Parsons Deputy Sheriff

Hampshire s<sup>r</sup> Springfield November 11<sup>th</sup> 1783 Received and Registered in Lib<sup>r</sup> B. Folio 255 Bc and Examined

W<sup>m</sup> Wm Synhon Esq<sup>r</sup>

Hampshire s<sup>r</sup> Feb 27 1784 Recd and recorded from the Original and compared  
Robt Breck Cler

Hampshire s<sup>r</sup>

The Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire  
his under Sheriff or Deputy Greeting

Scott  
Esq<sup>r</sup> Adm<sup>r</sup>

Whereas William Scott of Palmer in our County of Hampshire Gent<sup>l</sup> By the Consideration of our Justices of our Court of Common Pleas holden at Northampton within and for our County of Hampshire, aforesaid, on the last Tuesday of August last past recovered Judgement against Hannah Olds Administratrix on the Estate of Jonathan Olds late of Belchertown in the same County deceased and in said Capacity for the sum of Twenty five pounds nine shillings of lawful Money Damages and One pound eight shillings & six pence like Money, both of which as to us appears of Record, whereof Execution remains to be done: We Command you therefore that at the Goods Chattels or lands of the said Jonathan in the Hands of the said Hannah within your Precinct, you cause to be paid & satisfied unto the said William at the Value thereof in Money, the aforesaid sum, with one shilling and four pence more for his Writ and thereof also to satisfy yourself for your own Fees: And as fail not to make return of this Writ with your doings therein into our said Court of Common Pleas, to be holden at Northampton within our County of Hampshire aforesaid upon the second Tuesday of February next. Witness Timothy Danielson Esq<sup>r</sup> at Springfield the Twenty first Day of November Anno Domini, One Thousand and eighty three  
Robt Breck Clerk

Hampshire s<sup>r</sup> Jan<sup>y</sup> 28<sup>th</sup> 1784 Then Cap<sup>t</sup> Silvanus Walker was sworn to the faithful discharge of his trust as an Appraiser of Lands taken in Execution in Judgement recovered by said Scott of Palmer against Jonathan Olds Administratrix before me J. Danielson Just. Peace

Hampshire s<sup>r</sup> Feb<sup>r</sup> 2<sup>d</sup> 1784 Then Joseph Sherer personally appeared & made Oath that he would faithfully appraise such Real Estate as should be shewn to him by William Scott to satisfy an Execution in the said William's favour against said Jonathan Olds according to his best skill & Judgement before Hon<sup>ble</sup> Morgan Just. Peace

Hampshire s<sup>r</sup> February 6<sup>th</sup> 1784 John Weaver Jun<sup>r</sup> personally appeared & made solemn Oath that in appraising such Real Estate of Jonathan Olds late of Belchertown deceased as should be shewn him in order to satisfy an Execution in favour of W<sup>m</sup> Scott he would therein act faithfully and impartially according to his best skill and Judgement before W<sup>m</sup> Synhon Just. Peace



Hampshire ss. Belcherstown February 6<sup>th</sup> 1784  
We the subscribers being chosen & sworn to appraise such real Estate  
as should be shewed us as the Estate of Jonathan Olds late of Bel-  
cherstown deceased to satisfy an Execution on a Judgement of Court  
recovered by William Scott against the said Jonathan Olds, having  
viewed the said Lands & duly considered the value thereof have  
appraised One hundred & twenty four Acres of Land & is bounded as follows  
viz Beginning at the Northeast Corner of the Lot of Land which the said  
Jonathan Olds lived on & the same his Widow now lives upon lying  
on the North side of Chicapee River in Southwest Corner of said  
Belcherstown the whole Lot was originally laid out for two hundred and  
seventy Acres from said Northeast Corner West eighty five Rods on  
the original line to a stake on the line in the Corner of Turners  
since then turning South in the dividing line between said  
Turners Land & Mr. Hills Land which were sold off by the said Jonathan  
Olds two hundred & thirty five Rods then East eighty five Rods the east  
side line of said Lot then North two hundred & thirty five Rods  
to the Northeast Corner aforesaid containing one hundred & twenty  
four Acres which Land we have appraised at thirty one pounds lawful  
Money Silvanus Walker, Joseph Hearns John Sheror Jun<sup>r</sup> Appraisers

Hampshire ss. February 6<sup>th</sup> 1784 By Order of William Scott the  
Creditor subscribed & lived this Execution on the above described hundred &  
twenty four Acres of Land shewed by William Scott the Creditor as  
the Estate of Jonathan Olds late of Belcherstown deceased which was  
appraised by Capt. Silvanus Walker, John Hearns Jun<sup>r</sup> & Joseph Sheror  
Freeholders in said County chosen, appointed & sworn as the Law directs  
to appraise the same, they accordingly appraised said Lands at thirty  
one pounds lawful Money - Then & there gave the said William  
sixteen and Ppession thereof with all the appurtenances & privileges  
thereto belonging by giving him Turff & Swigg of the same Lands who  
accepted the same in full satisfaction of this Execution, East of appraising  
and my this amounting in the whole to thirty one pounds lawful  
Money

Pr. David Morgan Dep<sup>y</sup> Sheriff  
Hampshire ss. Springfield February 24<sup>th</sup> 1784 Received & registered  
in Lib<sup>y</sup> B. Folio 240 &c and -- Wm. Lyncheon Register

Hampshire ss. Feb 27. 1784. Recd and recorded from the Original and  
Compared -- Robt Breech Cler

Shephard & Co  
Ball, The Commonwealth of Massachusetts  
Hampshire ss.  
(W) To the Sheriff of our County of Hampshire  
his under Sheriff or Deputy I - greeting  
Whereas Levi Shephard Apothecary & Ebenezer Thunke Physician  
both of Northampton in our County of Hampshire By the Consideration  
of our Justices of our Court of Common Pleas holden at Northampton  
with<sup>in</sup> and let our County of Hampshire, aforesaid, on the second  
Tuesday of February last past recovered Judgement against  
Silas Ball a Dweller in our County aforesaid Physician for the sum  
of sixteen pounds and one penny of lawful Money Damages and one  
pound three shillings and eight pence like Money costs of Suit, as to us  
appears, Person, whom of Execution remains to be done: We command  
you therefore, that of the Goods, Chattels or Lands of the said Silas within  
your Jurisdiction, you cause to be paid and satisfied unto the said Levi & Eben<sup>r</sup>  
at the value thereof in Money, the aforesaid sum, with one Shilling &  
four pence more for this writ and thereof also to satisfy yourself for  
your own fees, and for want of Goods, Chattels or Lands of the said Silas  
to be by him shewn unto you, as found within your Precincts to the  
exemption of the said Levi and Ebenezer to satisfy the sum aforesaid.



We command you to take the Body of the said Selas and him commit  
unto our Goal in Springfield or Northampton in our County of Hampshire  
aforesaid, and detain in your custody within our said Goal, untill he pay  
the full sum above-mentioned with four p<sup>cts</sup>, or that he be discharged by the  
said Oliver & Ebenezer the Creditor or otherwise by order Law. Hereof fail  
not, and make return of this writ with your doings therein, unto our Court  
of Common Pleas, to be holden at Springfield within our County of Hampshire  
aforesaid, upon the third Tuesday of May next. Witness my Hand  
John Esgre; at Springfield, the first Day of March Annoque Domini, one  
thousand seven hundred and eighty four. Rob. Breen Clerk.

Hampshire ss March 4<sup>th</sup> 1784. Then M<sup>rs</sup> Charles Phelps William Bowman &  
Moses Graves personally appeared and made solemn oath that in appraising  
such real Estate as should be shown them to satisfy this Exec<sup>n</sup> &c. that  
they would act faithfully & impartially according to their best skill & judgement.  
Before Caleb Strong Justice Peace.

Hampshire ss March 4<sup>th</sup> 1784. We the subscribers being appointed & duly sworn to  
appraise such real Estate as the within named Ball as should be shown us by the  
within named Shephard & Hunt to satisfy the within Execution &c. &c. have  
viewed a certain piece or tract of Land lying in Leverett in the said County  
which was attached by virtue of the Original writ from whence this Exec<sup>n</sup> proceeded  
a certain tract which the said Ball bought of one Nathan Adams and  
containing by estimation twenty nine acres - and is bounded & described as  
follows viz. beginning at the North West Corner of that Part of said Ball's  
Land which he bought of one Woodbury thence running East thirty Rods  
to a heap of stones, thence northerly one hundred and nine Rods, thence  
westerly fifty five Rods to a white Oak Tree on the Bank of the River. Thence  
called thence southerly to the first mentioned Corner - and we do appraise  
the same to be worth nineteen Pounds one Shilling lawful Money & no more -  
and we have viewed Land apart for Dr Shephard & Hunt in full discharge  
of this Execution and all Costs, as witnesses stand. Moses Graves W<sup>m</sup> Bowman  
Charles Phelps

Hampshire ss March 4<sup>th</sup> 1784. By direction of the within named Shephard and  
Hunt as Creditors in this Execution I this Day viewed the same Execution on a  
certain tract of Land in Leverett in the said County containing about twenty  
nine acres which is particularly bounded and described in the foregoing  
Return of the appraisers viz. Moses Graves who was chosen by the Creditors,  
William Bowman and Charles Phelps who were appointed by me the sub-  
scribes the within named Ball not being to be found / they being indifferent  
discreet Freeholders in said County of Hampshire who were duly  
sworn as appears by the above Certificate & they having viewed the Premises  
did appraise the same to be worth the sum of nineteen Pounds one Shil-  
ling lawful Money and no more - the Debt & Costs of this Execution together  
with my fees for laying the same and other Charges which necessarily  
arose about the affair amount to the said sum of nineteen Pounds one  
Shilling & delivered unto Caleb Strong Esq<sup>r</sup> M<sup>rs</sup> to said Shephard & Hunt  
in full satisfaction of the said Portion of Land with its appurtenances who  
accepted the same in full satisfaction of the sum contained in this  
Execution &c. of the Costs of appraising said Land and my fees which were paid  
by the Creditor. Therefore return this Execution satisfied by this Certificate.  
Attest Elisha Porter Sheriff

And the Day & year above mentioned by the Hands of Elisha Porter Esq<sup>r</sup>  
Sheriff of the County of Hampshire vizin & Deputies of the above described  
tract of Land in full satisfaction of the within Exec<sup>n</sup> & of all Costs.  
Caleb Strong M<sup>rs</sup> to Shephard & Hunt.

Hampshire ss Springfield March 10<sup>th</sup> 1784 Recd and Registered in Lib. B.  
Vol: 268 &c. and Examined. W<sup>m</sup> William Penhoun Reg<sup>r</sup>

Hampshire ss March 25<sup>th</sup> 1784 Recd and recorded from the Original Exam<sup>d</sup>  
Robt Breck Cler



Margaret  
Denio's &c

Hampshire ss. The Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire his  
under Sheriff or Deputy or either of the Comptrolles of  
Greenfield in sd County Greeting

Whereas Mary Mop of Middletown in the County of Hartford  
and State of Connecticut Widow Administratrix in the Estate of  
Richard Mop Merchant late of sd Middletown deceased and in  
sd Capacity, by the Consideration of our Justice of our Court of  
Common Pleas holden at Southampton within and for our County  
of Hampshire, aforesaid, on the second Tuesday of February  
Instant, reversed Judgement against Frederick Denio of Greenfield  
aforesaid Executor of the last Will & Testament of Aaron Denio  
late of sd Greenfield deceased & in sd Capacity for the Sum of Thirty  
six pounds thirteen Shillings & seven pence of lawful Money Damages  
and one pound thirteen Shillings & two pence like Money Costs  
of Suit as to us appears of Record, whereof execution remains to be  
done. We command you therefore that of the Goods, Chattels or  
Lands of this Aaron in the Hands of ~~the~~ <sup>his</sup> Executors within your  
Pounds you cause to be paid & satisfied unto this Mary at the  
value thereof in Money, the aforesaid sum, with one Shilling and  
four pence more for this Writ and thereof allow to satisfy yourself for  
your own Charges. Hereof fail not & make return of this Writ  
by your doings therein, into our Court of Common Pleas to be  
holden at Springfield within our County of Hampshire aforesaid  
upon the third Day of May next. Witness Timothy Daniels  
Esq. at Springfield the twenty seventh Day of February Anno.  
Domini, one thousand seven hundred and eighty four

Rob. Grells Cler.

Hampshire ss. May 15<sup>th</sup> 1784

Caleb Mowbray & Jonathan Severance Gent<sup>l</sup> and Joel Wells  
a woman all of Greenfield in sd County personally appeared & made  
Oath that they would faithfully & impartially appraise such  
real Estate as should be shown to them to satisfy this Execution & all  
Charges

Hampshire ss. May 13<sup>th</sup> 1784  
We the subscribers after being sworn as aforesaid and having viewed  
and considered the value of a Tract of land in Greenfield in said  
County, containing fifteen Acres & a quarter of an Acre and bounded  
as follows viz. beginning at a white Oak stump on the brow of a Hill  
East of and next to Green River thence running East twenty two  
Degrees South eighteen five Rods to the County Road which leads from  
Greenfield aforesaid to Ayden &c. Tract is bounded North on  
Jonathan Severance's Land, Easterly on sd County Road, westerly on  
the brow of a Hill near Green River and South by a line  
parallel to the line first mentioned shown us by Samuel Barnard  
Jr. &c. all to the within named Mary Mop, as the within named  
Aaron Denio's Estate in the Hands of the within named Frederick  
to satisfy this Execution and all Charges. So upon our Oaths say that the  
same Tract of Land is in our Judgement worth forty one pounds  
eighteen Shillings & one penny of lawful Money & no more  
Jonathan Severance, Joel Wells, Caleb Mowbray

Hampshire ss. May 13. 1784  
Then by virtue of the within Execution by order & direction of the  
Executor, all I entered upon & viewed the above described Tract of land  
& being part of the Real Estate of Aaron Denio Jr. deceased lying  
in sd Greenfield & containing fifteen Acres & one quarter of an Acre  
particularly bounded as above & I caused the same to be duly  
appraised by the above named Jonathan Severance Joel Wells and  
Caleb Mowbray them indifferently discreet freeholders of this County  
being duly sworn & appointed therefore being faith & duly sworn  
who appraised the same Real Estate at the Sum of Forty one



Pounds eighteen Shillings & one penny of lawful Money in full  
to satisfy this Execution my own & the Costs & Charges of suing the  
same, thereupon & thereupon gave the <sup>3rd</sup> Mary Adams the Creditor  
full receipt & possession of the same Lands in full to satisfy this Execution  
together with my own & the Costs & Charges of suing the same  
Travel 40 Miles, my own Costs of suing £3. 9. 8. <sup>Mr Daniel White</sup> Deputy Sheriff  
Hampshire ss May 20<sup>th</sup> 1784 Rec<sup>d</sup> and Registered in Lib B Folio  
266 & examined <sup>Wm. Penhoun Rec<sup>d</sup></sup>  
Hampshire ss May 26. 1784 Rec<sup>d</sup> and recorded from the Original Record  
to Rob. Buck Clerk

Hampshire ss The Commonwealth of Massachusetts  
To the Sheriff or our County of Hampshire his under Edwards  
Sheriff or Deputy Grating Warner  
Whereas Oliver Edwards of Chesterfield in the County of Hamp  
shire yeoman, by the Consideration of our Justices of our  
Court of Common Pleas holden at Northampton within  
and for our County of Hampshire, aforesaid. on the second  
Tuesday of February A.D. 1783 recovered Judgement against  
Elijah Warner of the same Chesterfield Gent<sup>l</sup> for the sum of  
seventeen pounds four shillings & five pence of lawful Money  
Damages & one pound six shillings & eleven pence like Money Costs  
of Suit, as to us appears of Record, whereas Execution remains to be  
done, we command you therefore, that of the Goods, Chattels or Lands  
of this <sup>3rd</sup> Elijah within your Precincts you cause to be paid & satisfied  
unto the <sup>3rd</sup> Oliver all the value thereof in Money, the aforesaid sum  
with two shillings & eight pence more for this & a former Writ and  
thereby also to satisfy yourself for your expenses And for want of  
Goods, Chattels or Lands of the said Elijah to be by him taken unto you  
or found within your Precincts to the acceptance of the <sup>3rd</sup> Oliver to  
satisfy the sum aforesaid we command you to take the Body of  
the <sup>3rd</sup> Elijah & him commit unto our Goal in Springfield or North  
ampton in our County of Hampshire aforesaid & detain in your  
Custody within a w<sup>rd</sup> Goal untill he pay the full sum above mentioned  
with your fees, or that he be discharged by the <sup>3rd</sup> Oliver the Creditor  
or otherwise by order of Law <sup>And if he fail not to make return</sup>  
of this writ with your doings therein unto our <sup>3rd</sup> Court of Common  
Pleas to be holden at Springfield within our County of Hampshire  
aforesaid, upon the third Tuesday of May next <sup>Witness</sup>  
Simathy Danielson Esq<sup>r</sup> at Springfield the ninth Day of April  
Anno Domini, one thousand seven hundred & eighty four  
Rob. Buck Clerk

Hampshire ss Chesterfield May 10 1784  
Personally appeared Benjamin Bonney Esq<sup>r</sup> Mr Peter Strong  
and Mr Ewston Berwick & made solemn Oath that they would  
faithfully & impartially appraise such Real Estate as should be  
shewn to them to satisfy this Execution in favour of Mr Oliver  
Edwards against Mr Elijah Warner according to their Skill &  
Judgements, together with all Fees, and without such Estate by  
Mortgages & Bonds as the Law directs without favour to either  
of the Parties  
Con B. Mills Just. Peace  
Hampshire ss May 10. 1784 We the Subscribers after being sworn  
as aforesaid & having viewed & considered the value of a Tract of Land  
lying in Chesterfield containing six acres three Rods thirty Perches being  
Part of the Farm on which Elijah Warner now lives bounded North on  
Benj<sup>l</sup> Bryants South on Elijah Warners Land East on a High way  
West on Samuel Wetherby all which Land was shewn us by the Creditor  
as the Estate of the within named Elijah Warner to satisfy this Exec<sup>n</sup>  
and all Fees do upon our Oath say that the aforesaid Tract of Land  
in our Judgements is worth twenty Pounds seventeen Shillings & two pence  
more Benjamin Bonney Peter Strong Ewston Berwick Appraisers

At the remainder of this Execution  
is recorded Page 78



Chilam  
Allis

Hampshire The Commonwealth of Massachusetts -  
To the Sheriff of our County of Hampshire his Under Sheriff or  
Deputy Meeting. Whereas Amos Childs of Deerfield in our County  
of Hampshire Plaintiff; by the Consideration of our Justices of  
our Superior Court of Common Pleas holden at Northampton  
within and for our County of Hampshire aforesaid on the  
Second Tuesday of April Instant recovered Judgment against  
William Allis and Zebadiah Allis both of Montague in the  
same County. Plaintiff for the Sum of Eighty three pounds &  
eight pence of lawful Money Damages and One pound  
eleven shillings and eleven pence like Money Costs of Suit as to  
Us appears of Record, whereof Execution remains to be done  
We command You therefore that of the Goods & Chattels or Lands  
of the said William and Zebadiah within your Prerogative You  
cause to be paid and satisfied unto the said Amos at the  
Value thereof in Money the aforesaid Sum with One shil-  
ling and four pence more for this Writ and thereof also to  
satisfy yourself for your own Fees - and for Want of Goods  
Chattels or Lands of the said William and Zebadiah to be by  
them shewn unto You or found within your Prerogative  
to the Acceptance of the said Amos to satisfy the Sum aforesaid  
We command You to take the Body of the said William  
and Zebadiah and them commit unto our Goal in Spring-  
field or Northampton in our County of Hampshire  
aforesaid and detain in your Custody within our said  
Goal untill they pay the full Sum above mentioned with  
your Fees or that they be discharged by the said Amos the Creditor  
or otherwise by Order of Law - If they fail and make Return  
of this Writ with your Doings therein into our said Superior Court  
of Common Pleas to be holden at Springfield within our County of  
Hampshire aforesaid upon the third Tuesday of May next to wit  
Innothy Danielson Esq<sup>r</sup> at Springfield the Nineteenth Day of April  
Anno Domini One thousand seven hundred & eighty two

Hampshire April 29<sup>th</sup> 1782 Joseph Root Esq<sup>r</sup> Joseph Harvey Esq<sup>r</sup>  
and Joseph Severance Esq<sup>r</sup> all of Montague in said County per-  
sonally appeared and made Oath that they would faithfully and  
impartially appraise such Real Estate as should be shewn them  
to satisfy this Execution and all Fees for<sup>th</sup> Joseph Severance Esq<sup>r</sup>

Hampshire April 29. 1782 We the Subscribers after being  
sworn as aforesaid and having viewed and considered the Value of  
two several pieces of Land in Montague in said County viz One  
piece containing five Acres and  $\frac{1}{2}$  One hundred & twenty six  
perches and bounded and described as follows viz Beginning  
at a Buttern Wood Tree on the Bank of Saw Mill River so called  
thence running West 24<sup>th</sup> North eight rods thence South 21<sup>st</sup> West  
nine rods, thence West twenty four rods to an Alder Bush thence  
South twenty five degrees West nine rods, thence East 34<sup>th</sup> South  
twelve rods, thence South 26<sup>th</sup> West thirteen rods thence East 26<sup>th</sup> South



twenty eight rods to the County Road thence North 12° East eleven rods  
thence North 15° West eleven rods thence West 45° North five rods, thence  
North 45° East three rods thence East 26° South four rods, thence North  
17° East twenty one rods to the Buttonwood Tree aforesaid and  
said Land is bounded East on the County Road and Saw Mill  
River, North on said River West on the Meadow Fence & said River  
and South on the Meadow Fence and Land lately owned by Zebadiah  
Allis — and the other piece containing six acres and forty perches  
bounded and described as follows. — ~~At~~ Beginning at a ~~black~~  
Oak Tree by the County Road thence running East 13° South forty five  
rods thence South 2° East fourteen rods thence West 20° North  
twenty five rods, thence West 37° South ten rods, thence West 22° South  
twenty rods, thence West 35° North nine rods thence North 22° East  
twenty nine rods to the Black Oak Tree aforesaid bounded  
West on the County Road North and East on Isabel Summ  
Land and South on Saw Mill River both which pieces of Land  
were shewn us by the said Amzi Childs as the Estate of the said  
William Allis and Zebadiah Allis to satisfy this Execution and  
all Fees, do upon our Oaths say that the aforesaid pieces  
of Land are in our Judgment worth eighty eight pounds  
three shillings and five pence lawful Money and no more  
Joseph Root Moses Severance & Moses Harvey

Hampshire April 30. 1782. The above named Amzi Childs thinking  
fit to have on the Real Estate of the aforesaid William Allis and  
Zebadiah Allis to satisfy this Execution and the Judgment therein  
mentioned & all Fees, on the twenty ninth day of April Anno Domini  
1782 caused Joseph Root Esq<sup>r</sup> Moses Harvey Esq<sup>r</sup> and Moses Se-  
verance Esq<sup>r</sup> all of Montague in said County Free holders in the said  
County & independent and discreet Men to be sworn before Moses  
Gunn Esq<sup>r</sup> a Justice of the Peace in and for the same County faith-  
fully and impartially to appraise such Real Estate of the afore-  
named William Allis & Zebadiah Allis as should be shewn them  
to satisfy this Execution and all Fees, the said Moses Severance  
and Moses Harvey being appointed by Me for the purpose afore-  
said (the said William Allis & Zebadiah Allis not being to be  
found) and the aforesaid pieces of Land in Montague aforesaid  
being shewn by the said Amzi Childs as the Estate of the said  
William Allis and Zebadiah Allis and being also par bona taken  
off and which I attached in the Original Process, the said Joseph  
Root Moses Harvey and Moses Severance appraised the pieces of Land  
aforesaid upon their Oaths at eighty eight pounds three shillings  
and five pence lawful Money and so set the same by the Meter & Pounds  
aforesaid to satisfy this Execution and all Fees as by their Return above  
also appears and on the said twentieth day of April Anno Domini 1782  
I viewed this Execution on the pieces of Land aforesaid & delivered the said  
Amzi Childs Seizin and Possession thereof to satisfy this Execution & all Fees  
amounting in the whole to eighty eight pounds three shillings & five pence  
lawful Money and so I return this Execution satisfied Dan Clap Esq<sup>r</sup> Sher  
Hampshire of Springfield May 24. 1782 Received & registered in Lib pag 198 &c  
and Exam<sup>d</sup> W<sup>m</sup> P. Gaudin Esq<sup>r</sup> Reg<sup>r</sup> — Hampshire May 1. 1784  
By Desire of the Creditors Att<sup>y</sup> entered and recorded from the Original Exam<sup>d</sup>  
Robt Neck Cler



Hampshire p. The within named Oliver Edwards thinking fit  
to levy this Execution & the Judgment therein mentioned & all Fees  
on the Land of the said Elijah Warner on the tenth Day of May 1784  
caused Benj<sup>d</sup> Bonney Peter Strong & Eveston Deswicks all Freeholders  
in the County & indifferent, discreet Men to be sworn before Benj<sup>d</sup>  
Mills Esq<sup>r</sup> Justice of the Peace in the County faithfully & impartially  
to appraise such Real Estate as should be shown to them to satisfy  
his Execution with all Fees & the aforesaid Peter Strong being chosen  
by the said Oliver Edwards the Creditor & Eveston Deswicks being chosen  
by the said Elijah Warner the Debtor & the said Benj<sup>d</sup> Bonney being the  
aforesaid Just of Peace of the County to appraise  
the said Tract of Land aforesaid on their Oaths to appraise  
to worth twenty Pounds seventeen Shillings & two pence lawful  
Money & no more & set out the same by Meters & Bounds aforesaid  
to satisfy this Execution & all Fees as by their Return aforesaid & on  
the tenth Day of May 1784 I viewed this Execution on the aforesaid  
Tract of Land & delivered the said Oliver Edwards Receiver & Possession thereof  
to satisfy this Execution & all Fees the whole amounting to twenty  
Pounds seventeen Shillings & two pence & so return this Execution  
satisfied

Attest Simon Parsons Dep<sup>y</sup> Sheriff  
Hampshire p. Springfield May 19<sup>th</sup> 1784 Rec<sup>d</sup> and Registered  
in Lib<sup>ry</sup> of the County & examined D<sup>y</sup> Wm. Pymkiss Reg<sup>r</sup>

True May 26. 1784 and recorded from the Original & examined  
p<sup>r</sup> Robt Beech Cler



Hampshire The Commonwealth of Massachusetts  
To the Sheriff of our County Hampshire his Under Sheriff  
or Deputy Greeting

75.

Whereas Elijah Morton of Hatfield in our County of Hampshire Morton  
Gentleman by the Consideration of the Justices of our Court of Common Allis  
Pleas holden at Springfield within and for our County of Hamp-  
shire aforesaid on the third Tuesday of May last past rendered  
Judgment against Zebadiah Allis of Montague in the same Co-  
malty Husbandman for the sum of Twelve pounds thirteen shillings  
and three pence lawful money Damages and One pound  
tween shillings and six pence like money Cost of Suit as  
to us appears of Record whereof Execution remains to be done

We command You therefore that of the Goods Chattels or Lands  
of the said Zebadiah within your Precinct You cause to be paid  
and satisfied unto the said Elijah all the Value thereof in Mo-  
ney the aforesaid Sums with One shilling & five pence half  
penny more for this Writ and thereof also to satisfy yourself  
for your own Fee; and for Want of Goods Chattels or Lands  
of the said Zebadiah to be by him shewn unto You or found  
within your Precinct to the Acceptance of the said Elijah to  
satisfy the Sums aforesaid, We command You to take the  
Body of the said Zebadiah and him commit unto our  
Goal in Springfield or Northampton in our County of Hamp-  
shire aforesaid and detain in your Custody within our  
said Goal untill he pay the full Sums above mentioned with  
your Fee or that he be discharged by the said Elijah & Creditor  
or otherwise by Order of Law - Hereof fail not & make Ret-  
urn of this Writ with your Doings therein into our said Court  
of Common Pleas to be holden at Springfield within our  
County of Hampshire aforesaid upon the last Tuesday of August  
next Witness Timothy Danielson Esq<sup>r</sup> at Springfield the  
seventh Day of June Anno Domini One thousand seven hundred  
and Eighty two  
Robt Breckin

Hampshire June 27. 1782 Joseph Rook Esq<sup>r</sup> Mops Harvey  
Gent<sup>l</sup> & Nathan Smith personally appeared & made Oath  
that they would faithfully & impartially appraise such Real  
Estate as should be shewn to them to satisfy this Execution and  
all Fees before Mops Gunn Esq<sup>r</sup> J<sup>st</sup>

Hampshire June 27. 1782 We the Subscribers after being sworn  
as aforesaid and having viewed and considered the Value of a Tract  
of Land in Montague being part of the Town Lot of Zebadiah  
Allis which piece contains two Ares and Ninety two rods begins  
at a Stake and runs North Six degrees West thirty two rods to  
a Stake, then West five degrees North 13 rods & 17 Links then South  
6° East 29 rods to a Stake then East 12° South 13 rods & 17 Links  
bounds South on the County Road East on Land set off to P. Morton  
North on Sawmill River West on P. Allis's Land all which Land were  
shewn to us by the within named Elijah Morton as the Estate of the  
within named Zebadiah Allis to satisfy this Execution & all Fees  
do upon Oath say that the aforesaid piece of Land is worth in our



Judgment sixteen pounds one shilling & six pence & no more  
Joseph Root M<sup>rs</sup> Harvey Nathan Smith

Hampshire June 27. 1782 The aforesaid Elijah Morton  
thinking fit to levy this Execution & the Judgment therein mentioned  
on the Real Estate of the aforesaid Zebadiah Allen to satisfy this Execu-  
tion & the Judgment therein mentioned and all Fees on the 27<sup>th</sup>  
day of June 1782 caused Joseph Root Esq<sup>r</sup> M<sup>rs</sup> Harvey Gent<sup>l</sup>  
and Nathan Smith Freeholders in said County & sundry persons  
and Discreet Men to be sworn before M<sup>rs</sup> Tamm Esq<sup>r</sup> one of  
the Justices of the Peace in & for said County faithfully & impar-  
tially to appraise such Real Estate of the aforesaid Zebadiah Allen  
as should be shewn to satisfy this Execution & for the aforesaid  
Joseph Root being chosen & appointed by said Morton and  
said M<sup>rs</sup> Harvey & Nathan Smith being chosen & appointed  
by M<sup>rs</sup> the said Zebadiah Allen refusing to make any Choice in  
said Appraiser and the aforesaid piece of land in Montague  
being shewn by said Morton as the Estate of the said Zebadiah  
Allen the said Joseph Root M<sup>rs</sup> Harvey & Nathan Smith ap-  
praised the said piece of land as aforesaid on their Oaths  
at sixteen pounds one shilling & six pence lawful money and  
set out the same by Meters & Bounds aforesaid to satisfy this  
Execution & all Fees as by their Return above also appears & on the  
said 27<sup>th</sup> day of June 1782 I levied this Execution on the piece  
of land and deliverd the said Morton Lien & Possession  
thereof to satisfy this Execution & for the whole amounting to  
sixteen pounds one shilling and six pence & so I return this  
Execution satisfied Daniel Clap Dep<sup>y</sup> Sheriff

Hampshire of Springfield May 3<sup>d</sup> 1783 Recd & registered in  
Lib<sup>o</sup> B. Folio 233. & examined by W<sup>m</sup> Synchon Reg<sup>r</sup>

Hampshire June 10. 1784 This Execution was received and enterd.  
with the Records of Executions from the originals by Desire of the  
creditor M<sup>rs</sup> Rob Breck Ch<sup>r</sup>



To the Sheriff of our County of Hampshire his Under Sheriff Morton  
 or Deputy Greeting — Whereas Elijah Morton of Hatfield in Ex<sup>te</sup> is  
 our County of Hampshire Gentleman & Executor of the last Will and Testament of Jonathan Morton late of said Hatfield  
 deceased and in said Capacity by the Consideration of our  
 Justices of our Court of Common Pleas holden at Springfield  
 within and for our County of Hampshire aforesaid on the  
 third Tuesday of May last past recovered Judgement against  
 Zebadiah Ellis of Montague in the same County Plaintiff  
 for the Sum Twenty pounds eight shillings of lawful Money  
 Damages and One pound nineteen shillings of like Money  
 Costs of Suit as to us appears of Record whole of Execution con-  
 ains to be done — We Command You therefore that of the  
 Goods Chattels or Lands of the said Zebadiah within your Pre-  
 cincts You cause to be paid & satisfied unto the said Elijah  
 the Value thereof in Money the aforesaid Sums with One  
 Shilling and five pence half penny more for this Work  
 and thereof also to satisfy yourself for your own Fees —  
 And for Want of Goods Chattels or Lands of the said Zebadiah  
 to be by him Shewn unto You or found within your  
 Precincts to the Acceptance of the said Elijah to satisfy the  
 Sums aforesaid We command You to take the Body of  
 the said Zebadiah and him commit unto our Goal  
 in Springfield or Northampton in our County of Hamp-  
 shire aforesaid and detain in your Custody within our  
 said Goal untill he pay the full Sums abovementioned  
 with your Fees at that he be discharged by the said Elijah  
 the Creditor or otherwise by Order of Law — If he fail not  
 and make Return of this Writ with your Doings therein  
 into our said Court of Common Pleas to be holden at Springfield  
 within our County of Hampshire aforesaid upon the last Tues-  
 day of August next Witness Timothy Danielson Esq<sup>r</sup> at Spring-  
 field the seventh Day of June Anno Domini One Thousand  
 Seven hundred & eighty two — Rob Breck Cler —

Hampshire June 27. 1782 Joseph Cook Esq<sup>r</sup> Moses Hawley  
 Gent<sup>l</sup> & Nathaniel Smith personally appeared & made Oath that  
 that they would faithfully and impartially appraise such  
 Real Estate as should be shewn them to satisfy this Execution &  
 all Fees before Moses Gunn Esq<sup>r</sup> Just<sup>ice</sup> —

Hampshire June 27. 1782 We the Subscribers after being  
 sworn as aforesaid and having viewed & considered a Tract  
 of Land in Montague containing three Acres and one hundred  
 and thirty six rods being part of the House Lot of Zebadiah  
 Ellis in Montague begins at a Stake runs north six  
 degrees West 42 rods to a Stake then West 21 degrees North 19 rods  
 to a Stake then South 19 degrees West 12 rods to a Stake then West  
 5 degrees North eight Links a Stake then South six degrees East  
 32 rods a Stake then East 12 degrees South 14 rods & eight Links  
 bounds South on County Road East on Land of Joseph & M<sup>r</sup> Dickinson



North on Sawmill River Wish on Land of said Zebadiah Allen, all which  
Lands were shewn by the within named Elijah Morton as the Estate of  
said Zebadiah Allen to satisfy this Execution and all Fees do upon our  
Oaths say that the aforesaid piece of Land in our Judgment is worth  
Twenty four pounds one shilling & eleven pence & no more  
Joseph Root, Moses Harvey, Nathan Smith

Hampshire ss The within named Elijah Morton thinking fit to  
levy this Execution and the Judgment therein mentioned on the Real  
Estate of the aforesaid to satisfy this Execution & the Judgment therein  
mentioned and all fees on the 27. day of June 1782 caused Joseph  
Root Esq<sup>r</sup> and Moses Harvey Gent<sup>m</sup> and Nathan Smith all Free-  
holders in said County & indifferent & discreet Men to be sworn  
before Moses Cum Esq<sup>r</sup> a Justice of the Peace in and for said County  
faithfully & impartially to appraise such Real Estate of the aforesaid  
said Zebadiah as should be shewn them to satisfy this Execution  
and fees, and the aforesaid Root being chosen by the said Morton  
the Creditor the other two being Harvey and Smith were chosen and  
appointed by Me the said Zebadiah refusing to make any choice  
or appointment of said Appraisers and the aforesaid piece of Land  
in Montague being shewn by said Morton as the Estate of said  
Zebadiah Allen the said Joseph Root, Moses Harvey & Nathan Smith  
appraised the piece of Land aforesaid on their Oaths at  
twenty four pounds one shilling lawful money and set out the  
same by Writs and Bonds aforesaid to satisfy this Execution &  
all fees as by their Return above <sup>also</sup> appears and on the 27. day of June  
1782 I paid this Execution on the piece of Land aforesaid deliv-  
ered the said Morton Sixteen and Popham thereof to satisfy this Execu-  
tion and all Fees the whole amounting to twenty four pounds one  
shilling and eleven pence and so I return this Execution satisfied  
Dart Clap Dep<sup>y</sup> Sheriff

Hampshire ss Springfield May 7. 1783 Del and registered in  
Lib B. Folio 231 &c. and examined by W<sup>m</sup> G. Johnson Esq<sup>r</sup>

Hampshire ss June 10. 1784 This Execution was received & entered with the  
Records of Executions from the Originals by Desire of the Creditor  
for Robt Brock Cler

Scott & Belting<sup>r</sup> Hampshire ss The Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire his Under Sher-  
iff or Deputy greeting

Whereas David Scott of Whately in our County of Hampshire  
Groom and Subscrib<sup>r</sup> his W<sup>d</sup> by the Consideration & purchase  
ties of our Superior Court of Common Pleas holden at Springfield  
within and for our County of Hampshire aforesaid on the last  
Tuesday of August last past received Judgment against Sam-  
uel Belting late of said County aforesaid Groom & ex-  
ecutor of the last Will & Testament of Reuben Belting late of  
Hatfield aforesaid for and in demand and in said Capacity  
for the sum of One hundred and fourteen pounds eleven shillings  
and One penny of lawful Money damages and two pounds, eight-  
teen shillings and ten pence the Money Cost of Suit as to us appears



of Record, whereof Execution remains to be done - We command You then  
 Give that of the Goods Chattel, or Lands of the said Reuben in the hands of the  
 said Samuel within your Power for cause to be paid and satisfied unto the  
 said David and Submit at the Value thereof in Money the aforesaid sum  
 with One Shilling and four pence more for this writ, and thereof also to satis-  
 fy Yourself for your own fees - Hereof fail not and make Return of  
 this Writ with your Doings therein into our said Superior Court of Common  
 Pleas to be holden at Northampton within our County of Hampshire aforesaid  
 upon the second Tuesday of November next - Witness Timothy Daniel  
 son Esq<sup>r</sup> at Springfield the thirteenth Day of September Anno Domini  
 One thousand Seven hundred & eighty two - Rob<sup>t</sup> Breck Ch<sup>r</sup>

Hampshire Nov<sup>r</sup> 3<sup>rd</sup> 1782 Personally appeared Lot Israel Chapin and  
 on the eleventh day of the same month in like manner appeared Mess<sup>rs</sup>  
 Perez Graves and Oliver Graves and made John Catts that they would  
 faithfully and impartially appraise such Real Estate as had been or  
 should be shown to them to satisfy this Execution in Favour of David Scott  
 and his Wife & Executors of Reuben Belding Esq<sup>r</sup> Caleb Strong Esq<sup>r</sup> Sec<sup>y</sup>

Hampshire Nov<sup>r</sup> 4<sup>th</sup> 1782 With the Subscribers being sworn as aforesaid  
 having viewed and considered the Value of a Tract of Land in that  
 field containing forty seven acres and twenty perches being part of  
 the Farm on which Samuel Belding now lives bounded as follows  
 to wit North on David Norton South partly on a high Way & partly  
 on Elijah Norton West on Israel Williams Esq<sup>r</sup> Land & East on said  
 Samuel Beldings Land, all which Land was shown us by the Creditor  
 as the Land of the within named Reuben in the hands of the said  
 Samuel Belding of that field in the said County of Hampshire  
 Executor of the Last Will and Testament of Reuben Belding late of  
 Hatfield aforesaid this bondsmen decreed to satisfy this Execu-  
 tion and all Fees do upon our Oaths say that the aforesaid Tract of  
 Land in our Judgment is worth One hundred & twenty pounds  
 four shillings and four pence & no more - Perez Graves Oliver Graves  
 Israel Chapin

Hampshire Nov<sup>r</sup> 1782 The within named David Scott thinking  
 fit to levy this Execution and the Judgment therein mentioned & all Fees  
 on the Land of the late M<sup>r</sup> Reuben Belding, Son the Day of November  
 1782 Caused Mess<sup>rs</sup> Perez Graves Israel Chapin & Oliver Graves all Freehol-  
 ders in said County and independent disinterested Men to be sworn before Ca-  
 leb Strong Esq<sup>r</sup> Justice of the Peace in said County faithfully & impar-  
 tially to appraise such Real Estate as had been or should be shown to  
 them to satisfy this Execution and all Fees, and the aforesaid Oliver  
 Graves being chosen by the said David Scott the Creditor and the said  
 Perez Graves by the said Samuel Belding the Debtor & Israel Chapin  
 by Me, and the aforesaid Tract of Land aforesaid on their Oaths  
 do appraise to be worth One hundred and twenty pounds four shil-  
 lings and four pence lawful Money and no more and set out the  
 same by Metes and Bounds aforesaid to satisfy this Execution and  
 all Fees, the whole amounting to One hundred & twenty pounds four  
 shillings and four pence and so I return this Execution satisfied  
 in witness Whereof I have signed my name and the Seal of the Court  
 at Northampton the 10<sup>th</sup> Day of November 1782  
 Simon Parsons Dep<sup>y</sup> Sec<sup>y</sup>

Hampshire Springfield March 27 1783 Received & registered in Lib B  
 Vol 225 & Examined by W<sup>m</sup> Symonds Esq<sup>r</sup>

Hampshire Sep<sup>r</sup> 1784 Recorded from the Original & examined  
 W<sup>m</sup> Rob<sup>t</sup> Breck Ch<sup>r</sup>



South Brim  
Field is  
Jacob How

Hampshire The Commonwealth of Massachusetts

to the Sheriff of our County of Hampshire his Under Sheriff or Deputy  
Sheriff

Whereas the Inhabitants of the Town of South Brimfield  
in the County of Hampshire, by the Consideration of our Justices  
of our Court of Common Pleas holden at Springfield within &  
for our County of Hampshire aforesaid on the second Tuesday  
of November last recovered Judgment against Jacob How  
of Holland in our County of Hampshire Gent<sup>r</sup> for the sum  
of One hundred and eighty four pounds eight shillings & six pence  
of lawful Money Damages and five pounds eight shillings & four pence  
like money Costs of Suit as to us appears of Record whereof Execution  
remains to be done. We command you therefore that of the Goods  
Chattels or Lands of the said Jacob within your Precincts you cause to  
be paid and satisfied unto the said Inhabitants of South Brimfield  
at the Value thereof in Money the aforesaid sum with two shillings &  
eight pence more for this and our former Writ<sup>s</sup> and thereof to satisfy  
yourself for your own Use & Use for Want of Goods Chattels or Lands of the  
said Jacob to be by him Shown unto you, a Poind within your Precincts  
to the acceptance of the said Inhabitants of South Brimfield to satisfy the  
sums aforesaid & We command you to take the Body of the said Jacob  
and him commit unto our Goal in Springfield or Northampton in our  
County of Hampshire aforesaid and detain in your Custody within our  
said Goal untill he pay the full sum aforesaid or be discharged with your  
or that he be discharged by the said Inhabitants of South Brimfield  
the Creditors or other writs by Order of Law & keep fail not to make  
Return of this Writ with your Doings therein into our said Court of Com-  
mon Pleas to be holden at Springfield within our County of Hampshire  
aforesaid upon the third Tuesday of May next. Witness our hand & Seal  
at Springfield the twenty first day of February Anno Dom-  
ini One thousand seven hundred & eighty four Rob. Breckler

Hampshire May 3<sup>rd</sup> 1784 I am Joseph Browning, John Carpen-  
ter and Aaron Mighill personally appeared & made Oath  
that they would faithfully and impartially appraise such  
Real Estate of the within named Jacob How as should be shown  
to them to satisfy this Execution & all Fees  
before Ebenezer Morgan Justices

Hampshire May 3<sup>rd</sup> 1784 We the Subscribers after being sworn  
as aforesaid and having viewed and considered the Value of a  
Tract of Land lying in Holland in said County of Hampshire  
containing eighty two Acres and an half of an Acre & bounded & described  
as follows (Viz<sup>t</sup>) being the Northerly part of said Hows Farm or  
which he now lives beginning at a Stake and Stones standing on  
the West Side of the high Way and on the South Side of the Lane that leads  
to the House from thence running first West 22<sup>o</sup> North sixteen rods  
to a Stake & Stones standing by the fence on the South Side of the Barn  
yard from thence South by West ten rods & an half to a Stake & Stones  
at the East Side of the Orchard, thence West 14<sup>o</sup> North fourteen rods to a  
Walnut Staddle and Stones about it thence West 19<sup>o</sup> North ninety two rods  
to a Stake and Stones in or near the West line of said Farm thence north about  
23<sup>o</sup> East One hundred and four rods to the North West Corner of said Farm  
thence East about 15<sup>o</sup> South One hundred and forty rods in the South line  
of James Marcy's Land to a white Oak Tree thence South 35<sup>o</sup> West  
eight rods to a Stake and Stones thence South 35<sup>o</sup> East eight rods to the



said Road and from thence southerly bounding on the west side of said Road to the first mentioned Corner, Shewn to us by the Inhabitants of South Brimfield in said County as the said Jacob How Estate to satisfy this Execution & all fees do on our Oath say that said Tract of Land is in our Judgment worth one hundred & thirty five pounds eight shillings & one penny lawful Money and no more. Joseph Browning John Carpenter Aaron Mighills

Assessors of May 3 1784 The Inhabitants of said Town of South Brimfield thinking it to be on the Real Estate of the said Jacob How to satisfy this Execution and the Judgment therein mentioned & all fees, I therefore on this third day of May in the Year of our Lord One thousand seven hundred & eighty four caused the above named Joseph Browning John Carpenter and Aaron Mighills all Freeholders and Inhabitants within said County of Hampshire & independent & discreet Men to be sworn before Ebenezer Morgan Esq. a Justice of the Peace in and for the same County of Hampshire faithfully & impartially to appraise such Real Estate of the said Jacob How as should be shewn them to satisfy this Execution and all fees, the said Joseph Browning being chosen by the said Inhabitants of said Town of South Brimfield and the said John Carpenter and Aaron Mighills appointed by me for this purpose the said Jacob How after I had notified him to make choice of some Person for that purpose wholly refused to do it, and the said Tract of Land being shewn by the Inhabitants of said South Brimfield as the said Jacob How Estate, the said Joseph Browning John Carpenter & Aaron Mighills appraised the same on their Oath at One hundred thirty five pounds eight shillings and one penny lawful money and set out the same by the Meter and Pounds aforesaid to satisfy this Execution and all fees and Charges as by their Return above also appears and on this same Day I levied this Execution on said Tract of Land and delivered the Inhabitants of said South Brimfield their & their sions thereof to satisfy this Execution and all fees & Charges amounting in the whole to them of One hundred thirty five pounds eight shillings and one penny lawful money David Morgan Df. for

Hampshire Springfield May 10th 1784 Recd & record. Lib B. folio 273 & Exam. for Wm. Gushon Reg

Hampshire Aug. 31. 1784 This Exec. was recd & entered with the Records of Executions from the Original Exam.

To Rob. Breck Cha

(Seal) Commonwealth of Massachusetts Parsons & Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting

Whereas Leas Parsons of Springfield in our County of Hampshire Freeholder by the Consideration of our Justices of our Court of Common Pleas holden at Springfield within and for our County of Hampshire aforesaid on the third Tuesday of May last recovered Judgment against William King of Wilbraham in our County aforesaid Gentleman for the sum of One hundred & fifty three pounds three shillings of lawful money Damages and One pound three shillings & two pence like money Costs of Suit as to us appears of Record, whereof



Execution remains to be done: We command you therefore, that of the  
Goods Chattels or Lands of the said William within your Precinct you  
cause to be paid & satisfied unto the said Lemas at the Value thereof  
in Money the aforesaid sums with One Shilling & four pence more for  
the Work and thereof also to satisfy yourself for your own fees —  
And for Want of Goods Chattels or Lands of the said William to be by  
him shewn unto you or found within your Precinct to the Acceptance  
of the said Lemas to satisfy the sum aforesaid We command you to take  
the Body of the said William and him commit unto our Goal in  
Springfield or Northampton in our County of Hampshire aforesaid  
and detain in your Custody within our said Goal until he  
pay the full sum afovementioned with your fees, or that he be dis-  
charged by the said Lemas the Creditor or otherwise by Order of Law  
Hereof fail not and make Return of this Writ with your Doing  
therein into our said Court of Common Pleas to be holden at  
Northampton within our County of Hampshire aforesaid upon the  
next Tuesday of August next. Witness our hand at London the  
Springfield the second Day of June Annoque Domini One thousand  
and seven hundred and eighty four — Rob Breck Cler

Hampshire 17 June 1784 Then M<sup>rs</sup> James Sykes Reuben  
Ship and Samuel Fish Mireck all Freeholders in said County  
personally appearing made solemn Oaths that in appraising  
said Real Estate of William Shing within named as shooled  
be shewn to them to satisfy the within Execution with the Fees &  
Costs of having the same they would act impartially & faithfully  
according to their best Skill and Judgment before John Ship  
Justice of the Peace —

Hampshire 17 June 1784 Then by Virtue of this Execution and  
by Directions of the Creditor within named returning first to have  
the same on the Real Estate of the said William Shing within  
named, I entered upon & seized the Tract or Parcel of Land  
hereafter described and bounded with the Buildings or House  
thereon lying in said Wilbraham in said County being part  
of his the said William's Real Estate lying East of the High Way called  
the middle Road and bounding West thereon, and bounding South  
on the highway leading to Monson East on the River in closing his the  
said William's Improvement rods from said middle  
Road and to extend North from said Monson Road so far as to  
make up the Quantity of fifty One Acres and forty rods and  
bounding north on a Line beginning at a of East side of  
said middle Road and running East to on said East River  
rods north of said Monson Road and I caused the same Tract of Land  
with said Building to be duly appraised by three independent discreet Free-  
holders in said County, to wit James Sykes chosen and appointed by my-  
self, and Reuben Ship chosen and appointed by the Creditor & Samuel  
Fish Mireck chosen & appointed by the said William Shing, who being  
first duly sworn thereunto and having viewed and duly considered  
the Value thereof appraised said fifty one Acres of Land with said  
House or Building thereon at the sum of One hundred & fifty seven pounds  
seven shillings and eleven pence in full to satisfy this Execution  
with my fees and the Charges of appraising the same at the same Time  
I gave the said Lemas Parson full Seizin and Possession of the same  
Land in full Satisfaction of the within Execution together with all the  
and Charges thereon; a particular Survey of said Land is contained in  
a Schedule hereto annexed Joel Day Deputy Sheriff



With the Subscribers being duly appointed & sworn to appraise the Real Estate of said William Smith to satisfy this Execution and they having viewed the above described Tract of Land with said Building or House it then contains being Fifty one Acre and forty rods do appraise said House at Twenty two pounds and said Land at Fifty three shillings by the Acre in the whole One hundred and fifty seven pounds Seventeen shillings & eleven pence without our hands June 17. 1784 Saml J. Mireck Reuben Sh. J. Larnum by hos.

M<sup>rs</sup> Len Parsons Return of Land taken by Execution of W<sup>m</sup> Smith  
Beginning at a heap of Stones near the Tree then running East by 30' N<sup>o</sup> Forty one rods, then E 2' S<sup>o</sup> twenty seven rods, the E<sup>t</sup> 40' S<sup>o</sup> three rods then E<sup>t</sup> 3' N<sup>o</sup> fifty five rods, then N<sup>o</sup> 44' E<sup>t</sup> eight rods, then N<sup>o</sup> 27' E<sup>t</sup> twenty three rods, then N<sup>o</sup> 20' West fourteen rods, then N<sup>o</sup> 1' W<sup>t</sup> twelve rods, then N<sup>o</sup> 23' W<sup>t</sup> twelve rods, then West One hundred and thirty two rods to the Road then South 13' W<sup>t</sup> thirty two rods, then S<sup>o</sup> 32' W<sup>t</sup> eleven & a half rods, then S<sup>o</sup> 37' E<sup>t</sup> twenty two rods, then S<sup>o</sup> 18' E<sup>t</sup> eight rods to the first bounds

Hampshire Springfield August 30<sup>th</sup> 1784 Rec<sup>d</sup> & registered Lib. B. folio 278 & examined for W<sup>m</sup> Dymond Reg<sup>r</sup>

Hampshire August 31. 1784 Rec<sup>d</sup> and recorded from the Original and examined for Rob Breck Cler

Commonwealth of Massachusetts

Hampshire To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting

Bradstreet  
J<sup>r</sup>  
Tarnum

Whereas Samuel Bradstreet of Boston in our County of Suffolk Merchant by the Consideration of our Justices of our Court of Common Pleas holden at Northampton within and for our County of Hampshire a few on the second Tuesday of February last past recovered Judgment against Josiah Tarnum of Northampton aforesaid Husbandman for the Sum of Twenty three pounds thirteen shillings and three pence of lawful Money Damages and two pounds twelve shillings and four pence like Money Costs of Suit as to us appears of Record whereof Execution remains to be done We command & constitute you, that of the Goods Chattels or Lands of the said Josiah within your Precinct You cause to be paid & satisfied unto the said Samuel at the Value thereof in Money the aforesaid Sum with two shillings & eight pence more for this and a former Writ and thereof also to satisfy yourself for your own Fees and for Want of Goods Chattels or Land of the said Josiah to be by him shewn unto you or found within your Precinct to the Acceptance of the said Samuel We command you to take the Body of the said Josiah and him commit unto our Goal in Springfield or Northampton in our County of Hampshire aforesaid and detain in your Custody within



our said Goal untill he pay the full Sum above mentioned with  
your fees or that he be discharged by the said Samuel the Creditor or  
otherwise by Order of Law. True of said not & make Return  
of this Writ with your Doings therein into our said Court of  
Common Pleas to be holden at Northampton within our County  
of Hampshire aforesaid upon the last Tuesday of August next  
Witness Timothy Danielson Esq at Springfield the 24<sup>th</sup> day  
of May Annoque Domini One thousand seven hundred &  
eighty four Rob Breck Chr

Hampshire 5<sup>th</sup> May 29<sup>th</sup> 1784 Then personally appeared M<sup>rs</sup> Joseph Clap  
& Stephen Wright and Asabel Clark and made solemn Oath that in  
appraising such Real Estate as should be shewn them to satisfy this  
Execution they would act honestly faithfully & impartially according  
to their best Judgment before Caleb Strong Just. Pac

Hampshire 5<sup>th</sup> May 29<sup>th</sup> 1784 We the subscribers after being sworn as  
aforesaid having viewed & considered the Value of a Tract of  
Land in Northampton aforesaid being part of the Lot in the  
West Tier in the Mountain Division so called Number Fifty-  
seven originally laid out to Israel Rush to with the following  
part of said Lot beginning at the Distance of two hundred &  
forty six rods from the West End of said Lot and from thence  
extending Easterly to the dividing line between the East & West  
Tiers in the Mountain Division the whole Breadth of the said  
Lot with the House and Barn standing thereon, which Tract of Land  
with Buildings thereon were shewn to us by Caleb Strong Att<sup>y</sup> to  
the Creditor and thirty fifty two parts three of as the Estate of the  
said Josiah Barnum to satisfy this Execution and all Fees. We  
do upon our Oaths say that the said thirty parts of fifty two of  
the said Tract of Land and the Buildings is worth twenty nine  
pounds sixteen shillings and eleven pence & no more & have set  
out the same accordingly. Stephen Wright Joseph Clap  
Asabel Clark Appraisers

Hampshire 5<sup>th</sup> The within named Samuel Bradstreet thinking fit to  
have this Execution & the Judgment therein mentioned & all this on the  
Land of the said Josiah Barnum on the 29<sup>th</sup> day of May 1784 caused Ste-  
phen Wright Joseph Clap & Asabel Clark all freeholders in said County  
and indifferently discreet Men to be sworn before Caleb Strong Esq<sup>r</sup>  
Justice of the Peace in said County honestly faithfully & impartially to  
appraise such Real Estate of the aforesaid Josiah Barnum as should be  
shewn them to satisfy this Execution and all Fees & the aforesaid Stephen  
Wright being chosen by the said Josiah Barnum of Debtor and Asabel  
Clark being chosen by Caleb Strong Esq<sup>r</sup> Att<sup>y</sup> to the Creditor and Joseph  
Clap by Me and the said thirty parts of fifty two of the aforesaid Tract  
of Land with the Buildings do on their Oath appraise to be worth  
twenty nine pounds sixteen shillings & eleven pence and no more  
and set out the same by Metes and Bounds aforesaid to satisfy  
this Execution and all Fees as by their Return aforesaid and on the  
29<sup>th</sup> day of May 1784 I read this Execution on the said thirty parts  
of fifty two of the aforesaid Tract of Land and Buildings & deliverd the  
said Caleb Strong Esq<sup>r</sup> Att<sup>y</sup> to the Creditor his name and Office to  
to satisfy this Execution and all Fees the whole amounting to twenty  
nine pounds sixteen shillings & eleven pence & so I return this  
Execution satisfied M<sup>r</sup> Simon Parsons Dep<sup>t</sup> Sheriff



Hampshire <sup>80</sup> May 29<sup>th</sup> 1784 I hereby acknowledge that I have rec<sup>d</sup> of Mr. James Par-  
sons Deft Sheriff his s<sup>d</sup> & Deception of the said Thirty parts of Fifty two of the Tract  
of Land and Buildings aforesaid in behalf of the s<sup>d</sup> Creditor Caleb Strong Att<sup>r</sup>  
to s<sup>d</sup> Creditor

Hampshire <sup>81</sup> Springfield July 20. 1784 Rec<sup>d</sup> & registered Lib<sup>r</sup> B. Solo  
276 & examined for W<sup>m</sup> & Jacobson

Hampshire <sup>82</sup> Oct<sup>r</sup> 4<sup>th</sup> 1784 Rec<sup>d</sup> and recorded from the Original and  
examined for Rob<sup>t</sup> Brice Clerk

GEORGE the Third by the Grace of GOD of Great Britain Prince & Prince  
of Wales King Defender of the Faith &c

Hampshire <sup>83</sup> To the Sheriff of our County of Berkshire his Resident Mr. Webb  
or Deputy Greening

Seal Whereas Bellded Governor of Westfield in our County of Hampshire  
person by the Consideration of our Justices of our Superior Court of  
Common Pleas holden at Springfield within & for our County of Hamp-  
shire aforesaid on the last Tuesday of August last recovered Judgment  
against Daniel Webb late of a place called Courtwood n<sup>o</sup> w<sup>o</sup>  
Pittsfield in our County of Berkshire person for the Term of  
six p<sup>o</sup>monds thirteen shillings & ten pence half penny lawful Mo-  
ney Debt & two p<sup>o</sup>monds one shilling & one penny Costs of Suit  
as to us appears of Record whereof Execution remain to be done;

We command you therefore that of the Goods Chattels or Lands of the said  
Daniel within your precincts you cause to be paid & satisfied unto the  
said Bellded at the Value thereof in money the aforesaid Sum with one  
shilling & ten pence more for this which is the Cert<sup>r</sup> & thereof also  
to satisfy yourself for your own fees & hire for want of Good Chat-  
tels or Lands of the said Daniel to be by him shown unto you on  
p<sup>o</sup>monds within your precincts to the Custody of the said Bellded to sat-  
isfy the Sum aforesaid & We command you to take the Body of the said  
Daniel & him commit unto our Goal in Great Barrington in our  
County of Berkshire aforesaid & detain in your Custody within our  
said Goal until he pay the full Sum above mentioned with your fees  
or that he be discharged by the said Bellded the Creditor or otherwise by  
Order of Law — Hereof fail not & make Return of this Writ  
with your Doings therein into our said Superior Court of Common  
Pleas to be holden at Northampton within our County of Hampshire  
aforesaid upon the Second Tuesday of November next which Writ  
Isaiah Williams Esq<sup>r</sup> at Hatfield the 26<sup>th</sup> day of September in the fourth  
Year of our reign Tenogue Term 1784 W<sup>m</sup> Williams Clerk

The Creditor above named hath filed Certificate of his having taken the Debt  
by Law required to entitle him to this Writ W<sup>m</sup> Williams Clerk

Berkshire <sup>84</sup> Oct<sup>r</sup> 18 1784 Then David Bush Esq<sup>r</sup> & Daniel Cadwell  
personally appearing before me & being Freeholders in the County of Berk-  
shire swore that they would faithfully & impartially appraise each Real  
Estate of the within named Webb the Deft as should be shown to them  
by the Creditor in this Ex<sup>r</sup> W<sup>m</sup> Williams Just<sup>r</sup> Pac<sup>r</sup>

Berkshire <sup>85</sup> Oct<sup>r</sup> 18 1784 Then by Order of the Creditor I levied this Ex<sup>r</sup> on  
Twelve Acres thirteen rods & one third of a rod of Land lying in Pittsfield  
in said County of Berkshire being the Estate of the within named Deft  
which Land was appraised by David Bush Esq<sup>r</sup> & Dan Cadwell  
being Freeholders in said County of Berkshire / the said David chosen by



the Creditor & the said Clerk & Dan appointed by myself, the Debtor not  
being to be present) which said Appraisers being sworn before William  
Williams Esq<sup>r</sup> for that purpose did appraise the said Land at Eighteen  
shillings p<sup>r</sup> acre amounting to the sum of Ten pounds seventeen shil-  
lings & eleven pence half penny - and said Land is bounded as  
follows viz South on Elisha Bous' Land West on David Roberts Land  
North on said Webb's own Land & East on Land belonging to Isaac Strong  
& I have delivered possession <sup>order and title</sup> to Dan Cadwell by Order of the  
creditor who accepted of the same in full satisfaction of this Ex<sup>n</sup> -  
To be deducted out of the said £10<sup>0</sup> 17<sup>0</sup> 11<sup>1</sup>/<sub>2</sub> viz Ten p<sup>r</sup> 18/8 paid the App-  
raisers 13/6 & paid the Justice who swore them 3/ which 3 p<sup>r</sup> 2 p<sup>r</sup> added  
to the Contents of this Ex<sup>n</sup> amounts to the sum of £10<sup>0</sup> 14<sup>0</sup> 11<sup>1</sup>/<sub>2</sub>

John Moore Deft<sup>r</sup> then

We the Subscribers being chosen & appointed & sworn to appraise a certain  
Lot or parcel of Land lying in Pittsfield in the County of Berkshire  
to satisfy an Ex<sup>n</sup> in Favour of Billed Foster of Pittsfield in the Coun-  
ty of Hampshire against Daniel Webb late of Pittsfield did accordingly  
on the fifteenth day of October 1764 appraise twelve acres thirteen  
rods & one third of Land in said Pittsfield belonging to the said Daniel Webb  
at Eighteen shillings p<sup>r</sup> acre amounting in the whole to the sum of  
Ten pounds seventeen shillings & eleven pence half penny which  
Land is meted & bounded as follows viz South on Elisha Bous'  
Land West on David Roberts Land North on Webb's own Land & East on  
Land belonging to Isaac Strong - In Witness whereof we have hereunto  
set our hands this fifteenth day of October A<sup>n</sup> Domini 1764

David Bush

Dan Cadwell

Elisha Bous

Hampshire 4<sup>th</sup> April 9<sup>th</sup> 1768 I certify the foregoing Record is truly  
made from the original Ex<sup>n</sup> & the Indorsement thereon, on the files of  
of the Court of Common Pleas for the said County of Hampshire & that  
the same is now made at the Request of Ashbell Strong Esq<sup>r</sup>

App<sup>r</sup> Thos<sup>o</sup> Parke Clerk







as against the Plaintiff's Costs in defending the Suit of the Plaintiff taxed at  
Fourteen pounds nine shillings & 8 pence & there of 2 pence

Done at Sep. 9. 1789

Wheeler App<sup>t</sup> vs. Wheeler of Sudbury in the County of Middlesex vs. James App<sup>t</sup>  
as Thomas Taxor of Deerfield in the County of Hampshire bondswoman  
Taxor & Thomas Taxor vs. of Conway in the same County bondswoman Defts  
app<sup>t</sup> in a Plea as is of Record May Term 1786. The Parties being called  
neither of them appear & the Case is dismissed

Hannum vs. Pinchas Hannum of Belchertown in the County of Hampshire vs.  
Louis Nicholas Esq<sup>r</sup> Physician Samuel Dexter Trader Allen  
Durent Stationer Samuel Stiles Goldsmiths Leir Lyman Yeoman James Ship  
Laird Yeoman & William Lyman Esq<sup>r</sup> all of Northampton in the County  
Defts in a Plea as is of Record August Term 1787. The App<sup>t</sup> appeared by  
Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Defts by Samuel Pinckney Esq<sup>r</sup> their  
Att<sup>y</sup> to defend the Force & Injury when & a party of the  
Writing obligatory aforesaid is read to them, they also may  
Oyes of the Condition of the Writing obligatory aforesaid which is  
read to them in the Words following Viz<sup>t</sup> the Conditions of this Obli-  
gation is such that if the above bounden Louis Nicholas Esq<sup>r</sup>  
now a Prisoner in the Goal in Northampton within the County  
of Hampshire at the Suit of Pinchas Hannum do & shall from  
hence forth continue & be a true Prisoner in the Custody Guard and  
safe keeping of Elisha Porter Esq<sup>r</sup> keeper of the same Prison and  
in the Custody Guard & safe keeping of his Deputy Officers and  
servants or some one of them within the limits of the said Prison  
untill he shall be lawfully discharged without committing any  
Manner of Escape or Escapes during the Time of his Restraining then this  
Obligation to be void & else to abide in full force & virtue" which  
being read & heard the said Defendants say the said Pinchas his  
Action aforesaid against them ought not to have or maintain  
but that of ought to be barred because they say that after the read-  
ing the Writing obligatory aforesaid & during the Time that the  
said Louis Nicholas was & remained a true Prisoner according  
to the true Intent & meaning of the Condition aforesaid of the Writing  
obligatory aforesaid, to wit on the twenty fifth day of May aforesaid  
at Northampton aforesaid he the said Louis Nicholas did legally make  
known unto Joseph Cook then & ever since Under Keeper of the Goal  
aforesaid & in whose Custody Guard & safe keeping the said Louis  
Nicholas then & there was within the Limits of the Prison aforesaid  
that he the said Louis Nicholas had not Estate sufficient to support  
himself in Prison & to pay Prison Charges and that he the said Louis Nicholas  
did thereupon desire that he might have the Benefit of the Law in relation  
as well for the Relief of poor Prisoners for Debt; and that the Oath  
prescribed in the said Law might be by two Justices of the Peace for  
said County Quorum then administered to him. Whereupon the  
said Joseph afterwards to wit on the same Day & Year last aforesaid  
at Northampton aforesaid in pursuance of the Request aforesaid so  
signified to him by the said Louis Nicholas as aforesaid & in Obedience to  
the Law aforesaid in his Capacity of Under Keeper of the Goal aforesaid  
did signify the Complaint & Request of the said Louis Nicholas unto  
Caleb Strong & Robert Bruck Esq<sup>r</sup> two of the Justices of the Peace for the  
said County Quorum then administered to him. Whereupon the said Caleb Strong & Robert  
Bruck Esq<sup>r</sup> afterwards to wit on the same Day & Year last aforesaid at Northampton



aforesaid did give them Notification of the Premises to the said Thimbas Plavum  
 of all which the said Thimbas was afterwards to wit on the same  
 Day duly notified us by the said Law is required to wit all  
 said Northampton, and the said Justices did then & there  
 in manner aforesaid give Notice to the said Thimbas that  
 they had & did appoint Monday the tenth day of July then next  
 at two of the Clock in the Afternoon of the same Day to be at a place  
 at the Dwelling House of the said Joseph Cook in Northampton a place  
 to be the Time & Place when & where the said Bath would be then or some  
 other two Justices of the Peace for said County of Hampshire should  
 administer to him the said Louis Nicholas Gigneth if they the  
 said Bath Strong & Robert Brecks a such other two Justices of  
 the Peace for said County should see cause to admit him thereto  
 and the said Bath Strong & Robert Brecks did then & there  
 give further Notice to the said Thimbas that he might be present  
 at the Time & Place aforesaid to make his Exceptions if any he  
 had against the said Louis Nicholas' taking the Bath aforesaid  
 which said Notification of the Premises by the said Justices was under  
 their hands & seals & a copy thereof in Court to be produced &  
 the said Defendants do aver that the Dwelling House aforesaid  
 was within the Limits of the Prison aforesaid and that the Time appointed  
 as aforesaid by the said Justices for the purpose aforesaid was more than forty  
 days after the giving of the Notification aforesaid & more than  
 forty days after the same was made known unto the said Thimbas as  
 aforesaid and Charles Porter Esq<sup>r</sup> & the said Robert Brecks Esq<sup>r</sup>  
 afterwards to wit on the said tenth day of July aforesaid  
 they being then two Justices of the Peace for said County and  
 their names such at the said Time & Place appointed for  
 the purpose aforesaid within the Limits of the Prison  
 aforesaid & thereupon the said Justices being together as afore  
 said for the purpose aforesaid did administer to him the said  
 Louis Nicholas Gigneth the Bath aforesaid in & by the Law  
 aforesaid provided & prescribed which Bath the said Louis Nic  
 holas then there so administered took in Manner & Form as  
 by the said Law is required, of all which the said Justices there  
 afterwards on the same Day made Certificate under their  
 hands & seals to the said Joseph Cook a copy whereof is in  
 Court to be produced and the said Defendants do aver  
 that the said Louis Nicholas Gigneth from the Time of the giving  
 of the Body aforesaid until after the said Bath was ad  
 ministered & taken by him as aforesaid did remain & continue  
 a true Prisoner within the Limits of the Prison aforesaid under  
 the Custody Guard & safe keeping of the said Charles Porter Esq<sup>r</sup> the  
 Sheriff aforesaid his Deputy Officers & Servants or some one  
 of them and that he did so continue there until the Ninth  
 day of April in the Year of our Lord One thousand seven  
 hundred & eighty seven when as by the said Alpin his Declaration  
 is supposed, the said Louis Nicholas did go without the Limits  
 of the Prison aforesaid as well he might, he having been law  
 fully discharged from his Imprisonment aforesaid in Man  
 ner as by their Implying above is alleged, all which the Depts  
 are ready to verify wherefore they pray Judgment of the said



It is his Action aforesaid against them ought to maintain —  
And the s<sup>d</sup> Thimchas for Replication says that notwithstanding any  
Thing by the s<sup>d</sup> Deft in this foregoing Plea alleged he ought not to be pre-  
cluded of having & maintaining his Action aforesaid against them because he  
says that at the time it is that the said Louis Nicholas Gigneb did make  
known unto the s<sup>d</sup> Joseph Books as in the Deft Plea is above alleged that the  
said Joseph did thereupon signify unto the s<sup>d</sup> Justices & that the s<sup>d</sup> Justices  
did thereupon give their Notification & give Notice unto the said Thimchas  
and did also administer the Oaths to the said Louis Nicholas & make Certificate  
thereof in Manner as in the same Plea is alleged. Yet the said  
Thimchas says that he the s<sup>d</sup> Thimchas minding to take the Benefit of  
the provision of the same Law Intituled an Act for the Relief of poor  
Prisoners for Debt and to hold the s<sup>d</sup> Louis Nicholas in Prison notwithstanding  
his taking s<sup>d</sup> Oaths until the Exon of the same Exon  
should be paid to wit on the same tenth day of July aforesaid  
& immediately after the administering the Oaths aforesaid did give  
Security to the s<sup>d</sup> Joseph Books their & ever since Underkeeper as a pair  
according to Law for the payment of four shillings & six pence by  
the Week for & towards the Support of the s<sup>d</sup> Louis Nicholas while he  
should by Virtue of the same Execution be detained in Prison and  
ordered & directed the said Goaler shall to hold & detain the said Louis  
Nicholas in the same Prison by Virtue of the same Execution & there  
instantly paid unto said Joseph Goaler & Keeper as aforesaid for the  
purpose aforesaid Nine shillings & afterwards during the Time  
wherein the said Louis Nicholas was lawfully thus detained in Prison  
by Virtue of the same Execution in consequence of the payment  
aforesaid, he the said Thimchas minding as aforesaid after-  
wards to wit on the eighteenth day of the same July did pay unto  
the said Joseph Goaler & Keeper as aforesaid the sum of eighteen  
shillings for the purpose aforesaid; and that afterwards to wit on  
the nineteenth day of August in the same Year the said Gigneb  
being still then & there lawfully detained & holden in Prison for  
the same Cause & by Force of the same Execution & in the Custody  
aforesaid, the said Thimchas for the purpose aforesaid did pay  
unto the s<sup>d</sup> Joseph the further sum of twenty seven shillings in  
lawful Money — and that afterwards to wit on the twentieth day of  
September in the same Year at Northampton aforesaid the s<sup>d</sup> Gigneb  
being still then & there lawfully detained & holden in Prison by  
Virtue of the same Execution under the Custody aforesaid, the said  
Thimchas for the purpose aforesaid did pay unto the s<sup>d</sup> Joseph ano-  
ther sum of twenty seven shillings — and that there afterwards  
to wit on the twenty fourth day of October in the same Year  
the said Gigneb being then & there lawfully detained & holden in  
the same Prison by Virtue of the same Execution under the Custody  
aforesaid the s<sup>d</sup> Thimchas for the purpose aforesaid paid unto the  
said Joseph Nine shillings — and that afterwards there to wit on  
the tenth day of November in the same Year while the s<sup>d</sup> Louis  
Nicholas still was for the same Cause lawfully detained in the same  
Prison in the Custody aforesaid, the said Thimchas for the purpose  
aforesaid did pay unto the s<sup>d</sup> Joseph Goaler as aforesaid the sum  
of thirteen shillings & six pence — and that there afterwards to wit  
on the thirtieth day of December in the same Year the said Gigneb being  
then still lawfully holden by Force of the same Execution in the same Prison  
today the said Thimchas for the purpose aforesaid did pay to the said Joseph Goaler



er and keeper as aforesaid, fifteen shillings & ten pence, all which sums of money  
 paid as aforesaid were then by the said Joseph immediately applied to the purpose  
 of supporting the said Louis Nicholas in his imprisonment aforesaid  
 and that afterwards there to wit on the fifth day of January in the year  
 of our Lord seventeen hundred & eighty seven the said Gigney still  
 being legally detained & holden by Prison then by Virtue of the same  
 Execution in the same custody the said Thimchar for the purpose aforesaid  
 paid unto the said Louis Nicholas at his Request eighteen shillings  
 and that afterwards there to wit on the 29th day of the same January  
 the said Gigney being still then legally detained & holden in the  
 same Prison by Virtue of the same Execution & in the same custody  
 the said Thimchar for the purpose aforesaid paid to the said Gigney at his  
 Request nine shillings and that afterwards there to wit on the  
 twelfth day of February in the same year while the said Gigney  
 was legally detained in Prison by Virtue of the same Execution the  
 said Thimchar for the purpose aforesaid paid unto the said Gigney  
 at his Request eighteen shillings and that afterwards there to wit on the  
 twelfth day of March in the same year the said Gigney  
 being still then lawfully detained & holden in the same Prison  
 in the custody aforesaid by Virtue of the same Execution the said Thim  
 char for the purpose aforesaid tendered unto the said Gigney eight  
 teen shillings in lawful money which sum the said Gigney re  
 fused then & there to accept and the said Thimchar thereupon instantly  
 paid the same sum of eighteen shillings to the said Joseph Cooks  
 Goaler as aforesaid for the purpose aforesaid by Reason of all  
 which payments by the said Thimchar as aforesaid made the said  
 Thimchar says that the said Joshua Porter then & ever since keeper of  
 the Prison aforesaid his Deputies Officers & servants had good  
 Dought to keep & ought to have kept the said Louis Nicholas as  
 Prisoner in their custody within the limits of the same Pri  
 son, and the said Louis Nicholas ought then by the Law of the  
 Commonwealth & according to the true Intent & meaning of the  
 same Bond & Condition to have remained a true Prisoner  
 under the custody aforesaid within the limits of the Prison  
 aforesaid for a long Time after the End of the same ninth day of  
 April & that the said Louis Nicholas nevertheless there to wit at  
 Northampton aforesaid on the same ninth day of the same  
 April & at divers days & Times between the said fifteenth  
 day of May & the same ninth day of April to wit on the  
 sixth day of March in the year of our Lord seventeen hun  
 dred & eighty seven having never been legally discharged  
 as by the Depts. It is above supposed did go at large without  
 the limits of said Prison and out of the custody of said  
 keeper his Deputies Officers & servants withersoever he would, all  
 which the said Thimchar is ready to verify, wherefore he prays,  
 Judgment and that his Debt together with his Damages by  
 Reason of the Detention thereof and his Costs of Suit may  
 be adjudged to him and the said Depts. protesting that the said  
 Thimchar did not pay the several sums of money aforesaid for  
 the purpose of maintaining the said Louis Nicholas in the Prison  
 aforesaid in Manner as by the said Replication is supposed  
 and confessing that he the said Louis Nicholas did go without the  
 limits of the said Prison, he was lawfully discharged from his imprison  
 ment aforesaid by the keeper of the said Prison viz at said Northamp  
 ton, without that that the said Louis Nicholas on the said ninth day of  
 April or at any other Time did go at large without the limits of the  
 said Prison & out of the custody of the said keeper his Deputy Officers &  
 servants



without being legally discharged as by the Application aforesaid is supposed  
and thereby put themselves on the Country and the Plaintiff likewise

Whereupon the Jurors of the Jury according to the Form & Effect of the  
Statute in such Case made & provided at this time returned &  
impanelled being demanded likewise come here who to say the  
Truth concerning the Premises being sworn declare upon their  
Oaths that they find that the Louis Nicholas Gignel did go at large  
on the Ninth day of April in the said County of Berks without the Li-  
mits of the said Prison & out of the Custody of the said Charles Porter  
Sheriff without being legally discharged in Maimred Torner as  
is by the Plff alledged - Whereupon it is considered by the  
Court that the Plaintiff do recover against the said Louis  
Nicholas & Samuel Dexter Allen Durant Samuel Bates Levi Lyman  
James Shepard & William Lyman Twenty four pounds two  
shillings & four pence Debt & Costs of Suit taxed at Twenty  
one pounds three shillings & eight pence

Whereupon the aforesaid Debt by William Lyman on his own be-  
half & as Att<sup>y</sup> for the other Defts come here into Court & appeal  
from the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton in & for the County of Hampshire  
on the Tenth Tuesday of April next & he recognizes with Sureties  
as the Law directs for their prosecuting their said Appeal with  
Effect as by said Provisoance on File does appear

Brown  
Bates

Jonathan Brown Jun<sup>r</sup> of Springfield in the County of Hampd<sup>shire</sup>  
Gentleman Plff<sup>r</sup> & Samuel Bates Hisbandman Samuel Bates Jun<sup>r</sup>  
& John Sherman Gent<sup>l</sup> all of the same Springfield Defts in a  
Pl<sup>ea</sup> de ass<sup>umpsit</sup> of Record Feb<sup>r</sup> Term 1788 The Plff appears by Abner  
Morgan Esq<sup>r</sup> his Att<sup>y</sup> and the Defts the three Times publicly called  
to come into Court makes Default of Appearance here - The Plff  
moves that this Case may be continued for Judgment to the  
next Term - And thereupon it is considered by the Court that  
the Parties have Day here in Court untill the Tenth Tuesday of  
August next

Alvord  
Seard

Phineas Alvord of Easthampton in the County of Hampshire  
Gentleman Plff<sup>r</sup> & Eliza Seard of Easthampton aforesaid Heron  
Defts in a Pl<sup>ea</sup> de ass<sup>umpsit</sup> as is of Record Feb<sup>r</sup> Term 1788 The Parties ap-  
pear and agree to refer this Case to the Judgment & Determination  
of Charles Porter & Israel Chapin Esq<sup>r</sup> & Samuel Henshaw Esq<sup>r</sup> the  
Award of them or any two of them to be final to be returned into  
this Court Judgment to be made up and Execution issued accord-  
ingly - And it is considered by the Court that the foregoing Agree-  
ment of the said Parties be the Rule of this Court in this Case & that  
they have Day here in Court untill the Tenth Tuesday of August next

Juganthal  
Gent<sup>l</sup>  
Gent<sup>l</sup>

Charles Juganthal Esq<sup>r</sup> is John Juganthal Clerk both of Stockbridge in the  
County of Berkshire Adm<sup>r</sup> on the Estate of Mark Hopkins Esq<sup>r</sup> deceased & in  
said Capacity Plff<sup>r</sup> of William Sherman Esq<sup>r</sup> late of the City of Phila-  
delphia in the County of Columbia & State of New York Gent<sup>l</sup> in a Pl<sup>ea</sup> de ass<sup>umpsit</sup>  
as is of Record February Term 1788 The Plff appears by Williams Gent<sup>l</sup> then  
Att<sup>y</sup> & the Defts being three Times called makes Default of Appearance in Court  
Whereupon it is considered by the Court that said Adm<sup>r</sup> in that Capacity do reco-  
ver against said William eight pounds eleven shillings & six pence Damages &  
Costs of Suit taxed at £5.3.10 & thereof do Execution Mar<sup>ch</sup> 7. 1789



Idea Good of Granfield in the County of Hampshire German 1788 34  
Jude Foster of Rowe in the same County German Debt as is of Record, took  
Feb<sup>4</sup> Term 1788, neither party now appears & the Case is dismissed Foster

James Upham & Edward Upham of Mayville in the Province of New  
Brunswick Traders and John Williams of Deerfield in the County of Williamstown  
Hampshire Esq<sup>r</sup> Plffs & Charles Legourney of Boston in the County of Legourney  
of Suffolk Esq<sup>r</sup> Def<sup>t</sup> in a Plea as is of Record August Term  
1788. The Plff being three Times called as Nonsumt the Def<sup>t</sup> defaulted  
and the Action is dismissed

Edward Brown of Whately in the County of Hampshire German Brown  
Plff & John Walker of Haddam in the County of Fairfield & Lucretia  
his Wife Executors of the last Will & Testaments of Benjamin Colby Walker's  
de<sup>d</sup> Def<sup>t</sup> in a Plea as is of Record heretofore. The Parties  
now appear & Oliver Smith & Others Referees in this Case now  
send into Court their Award as follows "The Subscribers Refe-  
rees in a Controversy betwixt Edward Brown Plff & John  
& Lucretia Walker Def<sup>t</sup> originally entered before Charles  
Parker Esq<sup>r</sup> & by Consent of the Parties referred to us do hereby award  
"That the said Edward Brown do pay the Cost before Justice Parker  
"and the Cost which shall arise by the Court to be taxed by the  
"Court in full of all Demands subsisting between them in  
"their Capacities aforesaid Oliver Smith Esq<sup>r</sup> Nathl Shuba Esq<sup>r</sup> Mr  
Whampton it is considered by the Court that said John & Lucretia  
do recover against E<sup>d</sup> Edward their Costs in defending the writ of  
the E<sup>d</sup> Edward taxed at

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plff &  
John Phelps of the same Westfield Esq<sup>r</sup> Def<sup>t</sup> in a Plea as is of Record Phelps  
the last Term. The Parties now appear, and Timothy Robinson Esq<sup>r</sup> &  
Others the Referees in this Case, now bring into Court their Award in  
the Words following, "Hampshire ss Springfield Feb<sup>4</sup> 13. 1789 We the  
Subscribers having met the Parties within mentioned at Westfield  
on the twenty fourth day of October last & afterwards at Springfield  
on the twelfth Instant and having fully heard the P<sup>r</sup> Parties their  
several Pleas & Crooks & Allegations & maturely considered the same  
do award & determine that the P<sup>r</sup> Warham Parks Esq<sup>r</sup> recover of  
the said John Phelps Esq<sup>r</sup> Eighty two pounds lawful Money Damages  
and the Cost of this Reference amounting to twenty six pounds  
two shillings & four pence and the Cost of Court to be taxed by  
the Court all which is submitted Tim<sup>r</sup> Robinson Sam<sup>r</sup> Bernard  
Moses Church. Whereupon it is considered by the Court  
that the said Warham do recover against the P<sup>r</sup> John Eighty two  
pounds of lawful Money Damages & Cost of Suit taxed at £36.3.7  
and there of do  
Given at Feb. 24 1789

Simon Backus of Granby in the County of Hampshire Clerk Plff Backus  
& John Mandeville of same Granby Trader Def<sup>t</sup> in a Plea as is of  
Record the last Term. The Plff being three Times called as Nonsumt the  
Def<sup>t</sup> defaulted and the Action is dismissed Mandeville

John McKinstry of Springfield in the County of Hampshire Clerk McKinstry  
Plff & the Inhabitants of the North Parish in S<sup>r</sup> Springfield commonly  
called Chicopee Parishes Def<sup>t</sup> in a Plea as is of Record at the last Chicopee  
Term. The Parties appear, and William Lyon Esq<sup>r</sup> & Others  
the Referees in this Case now bring into Court their Award in the  
Words following V<sup>rs</sup> We the Subscribers Referees in the Case depending



between the said John M. Ministry Plaintiff and the Inhabitants of the second or North Parish in Springfield commonly called Chuoer Parish Deft. after due consideration having fully heard the said Parties with their several Allegations & Proofs upon the whole Matter submitted to us after maturely weighing & considering the same do award & determine thereupon according to best leave to reach — that the said John M. Ministry do have recover against the said Defendants the sum of four hundred eighty three pounds & two shillings lawful Money Damages which is in full Satisfaction of his Demand in his Writ of Declaration mentioned. and we have allowed said Inhabitants of Deft. the sum of Four hundred & eighty four pounds twelve shillings & four pence three farthings the Amount of Orders drawn by the said John the Plaintiff upon the Treasurer & Collectors of said Parish in Favour of a great Number of said Inhabitants a particular List of which Orders filed the last Settlement between the Plaintiff & Deft. Treasurer for the Tax of the Year 1778 is filed in the Case; and likewise we award that said John recover against the Deft. the Cost of this Preference being six pounds four shillings and the Cost of Court to be taxed by the Court all which is humbly submitted by Wm. Lynchon Son of John Charles Phelps

Whereupon it is considered by the Court that said John do recover against the said Inhabitants of the North Parish in Springfield Four hundred & eighty three pounds two shillings of lawful Money Damages & Costs of Suit taxed at £ 9. 9. 7 & the Order Executed Apr 2 1789

John Ely of West Springfield in the County of Hampshire Yeoman Plaintiff. Eliza Porter of Hadley in the County aforesaid Deft. in and she do as is of Record here to fore & The Plea being now called is Nonsuit the Deft. defaulted & the Action is dismissed

Simon Good of Hadley in the County of Hampshire Yeoman Plaintiff. Noah Warner of Wilbraham in the same County Gent. Deft. in as he do as is of Record at the last Term — The said Parties now appear by their respective Attys and the said Noah defends & for Plea says he never promised the Plt. in Manner & Form as he in his Writ of Declaration now aforesaid has alleged and of this puts himself on the Country And the said Simon likewise does the same — A Jury at this Time returned in panelled & sworn as the Law directs to try the Issue declare upon their Oath that they find that the Deft. did promise in Manner & Form as is set forth in the Plt's Declaration and a just Damages for the Plt. at Five pounds thirteen shillings & eleven pence Whereupon it is considered by the Court that said Simon do recover against said Noah Five pounds thirteen shillings & eleven pence of lawful Money Damages & Costs of Suit taxed at £ 6. 15. 6

Whereupon the said Noah by his Att. appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and he recognises with Sureties as the Law directs for said Noah prosecuting his said Appeal with Effect as by said Recognizance on file does appear

John Phelps of Westfield in the County of Hampshire Gent. Plaintiff. Roland Parks of the same Westfield Gent. Deft. in as Plea do as is of Record the last Term — The Parties now appear and agree that this Case be continued to the next Term at large notwithstanding the Rule of Reference heretofore entered into — And it is thereupon considered by the Court that said Parties have Day here in Court until the last Tuesday of August next



Isaac Bissell of Suffield in the County of Hartford & State of <sup>Pipel</sup> Connecticut Plaintiff vs. Charles Eddy of Wilbraham in the County of Hampshire Plaintiff & Defendant in a Plea as is of Record <sup>Eddy</sup> at the last Term - The Plt now appears and the Deft tho' three Times publicly called to come into Court makes Default of appearance here whereupon it is considered by the Court that said Isaac do recover against the said Charles Eight pounds nineteen Shillings & Six pence Debt & Costs of Suit taxed at £ and then of &c

Sett Smith of Suffield in the County of Hartford & State of <sup>in the</sup> Connecticut Plaintiff vs. Samuel Robinson of Granville Robinson in the County of Hampshire Plaintiff & Defendant in a Plea as is of Record at the last Term - The Parties appear by their Att<sup>y</sup> & agree that this case be continued to the next Term under the Rule of Reference here to fore enter'd into, and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Samuel Lysian of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff Administrator on the Estate of Charles Synner Esq<sup>r</sup> dec<sup>d</sup> in said County vs. Joshua Eddy & Charles Eddy both of Wilbraham in the County of Hampshire Plaintiff & Defendant in a Plea as is of Record at the last Term - The Plt being three Times called to come into Court in Pursuit & the Deft defaulted & the action is dismissed

James Mower of Greenwich in the County of Hampshire Gent<sup>l</sup> Plaintiff vs. Silvanus Howe of the same Greenwich Husbandman Defendant in a Plea as is of Record at the last Term - The Parties appear by their respective Att<sup>y</sup> and agree to refer this case with all Demand & matter of Controversy subsisting between them to the Determination of Mess<sup>rs</sup> Jonathan Dwight Luke Bliss & Joshua Ely Esq<sup>rs</sup> the Award of them or either two of them to be final & be returned into this Court Judgment to be made up & execution issued accordingly - And thereupon it is considered by the Court that the agreement of the said Parties be a Rule of this Court in this case, and that they have Day here in Court untill the last Tuesday of August next

John Worthington of Springfield in the County of Hampshire <sup>Worthington Esq<sup>r</sup></sup> Plaintiff vs. Josiah Nash Gent<sup>l</sup> Jesse Cary Plaintiff & Isaac Turner Plaintiff Turners & all of Great Barrington in the County of Berkshire Defendant in a Plea as is of Record at the last Term - The Plt appears by John Hooker Gent<sup>l</sup> his Att<sup>y</sup> and the Deft tho' three Times publicly called to come into Court make Default of appearance here whereupon it is considered by the Court that the said John do recover against the said Josiah Jesse & Isaac One hundred & one pound one Shilling & Six pence of lawful Money Debt & Costs of Suit taxed at £27.10 & then of &c <sup>Exp<sup>ts</sup> Feb 23. 1789</sup>



Lyon  
Narramore

William Lyon of Woodstock in the County of Windham & State of Connecticut Gent<sup>l</sup> Pl<sup>ff</sup> is Deborah Narramore of Goshen in the County of Hampshire Widow Deft<sup>in</sup> a Plea &c as is of Record at the Last Term - The Pl<sup>ff</sup> appears by Caleb Strong Esq<sup>r</sup> his Att<sup>ny</sup> and the Deft<sup>in</sup> the three Times publicly called to come into Court makes Deft<sup>in</sup> such of appearance here - Wherefore it is considered by the Court that the Pl<sup>ff</sup> William do recover against the said Deborah One hundred & Ninety five pounds three shillings & four pence Lawf<sup>ul</sup> Many Damages & Costs of Suit taxed at £ 31. 9. 7 & the costs of the

Ex<sup>hib</sup> Feb<sup>y</sup> 21. 1789

Howe  
Nevens

Thomas Howe of Greenwich in the County of Hampshire Gent<sup>l</sup> Pl<sup>ff</sup> vs. James Nevens of the same Greenwich Gent<sup>l</sup> Deft<sup>in</sup> a Plea as is of Record at the Last Term - The Parties severally appear and agree to refer this case under the same Rules as a former One of Nevens v. Howe at this same Term pag 84 - and it is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next

Lynner  
Dixley

Phineas Lynner of Hadley in the County of Hampshire Gent<sup>l</sup> Pl<sup>ff</sup> vs. Noah Dixley of Southampton in the County aforesaid Yeoman Deft<sup>in</sup> a Plea &c as is of Record at the Last Term - The Parties appear and agree to a Continuance, and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Sykes  
Sykes

Benben Sykes of Wilbraham in the County of Hampshire Gent<sup>l</sup> Pl<sup>ff</sup> vs. John Jones Sykes of the same Wilbraham Husbandman Deft<sup>in</sup> a Plea &c as is of Record at the Last Term. It is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next

Holman Adm<sup>r</sup>  
Fairbanks

Oliver Holman of Brookfield in the County of Worcester Gent<sup>l</sup> Adm<sup>r</sup> on the Estate of Calvin Reed late of Brookfield dec<sup>d</sup> in said Capacity Pl<sup>ff</sup> vs. Chas<sup>r</sup> Fairbanks of Meriden in the County of Hampshire Husbandman Deft<sup>in</sup> in a Plea &c as is of Record at the Last Term - The Parties appear and agree to refer this case to the Determination of Mess<sup>rs</sup> Daniel Smith Joseph Browning & Joseph Mottet, the award of them or any two of them to be sental to be returned into this Court Judgement to be made up & Execution issued accordingly - Whereupon it is considered by the Court that the foregoing Agreement of the said Parties be a Rule of this Court in this case & that they have Day here in Court untill the last Tuesday of August next

Colburn  
Amisworth

Benjamin Colburn of Stafford in the County of Tolland & State of Connecticut Gent<sup>l</sup> Pl<sup>ff</sup> vs. Nathan Sims worth of Wilbraham in the County of Hampshire Husbandman Deft<sup>in</sup> in a Plea &c as is of Record heretofore - The Parties appear & agree to refer this case to the Determination of Jesse Cady of Stafford Esq<sup>r</sup> Capt<sup>l</sup> Joshua Shaw of Mouson & Nathan Robinson Jun<sup>r</sup> of Stafford the award of them or any two of them to be sental to be returned into this Court, Judgement to be made up & Execution issued accordingly - Whereupon it is considered by the Court that the Agreement aforesaid of the said Parties be a Rule of this Court in this case, and that they have Day here in Court untill the last Tuesday of August next



25

Thos<sup>r</sup> Trask of Palmer in the County of Hampshire Yeoman Deputy  
Sherriff under Elisha Porter Esq<sup>r</sup> Sherriff of the County Plff vs. Isa<sup>a</sup> Trask  
Darting of Belhusdown in the County aforesaid Yeoman Deft<sup>r</sup> vs  
in a Plea de as is of Record at the last Term. The Parties appear  
and it is considered by the Court that they have Day here in Court  
under the Rule of Reference entered into the last Term, untill the  
last Tuesday of August next

John Duper of Charlton in the County of Warranta Gent<sup>l</sup> vs. James Duper  
his Wife Plff vs. Annanah Holbrook late of Sturbridge in the County  
aforesaid Yeoman Deft<sup>r</sup> in a Plea de as is of Record at the last Holbrook  
Term. Neither Party now appears in Court & this Case is dismissed.

Whitfield Smith of Ware in the County of Hampshire Husbandman Swift  
Plff vs. Percy Wright of Northampton in the same County Yeoman  
Deft<sup>r</sup> in a Plea de as is of Record at the last Term. The Plff Wright  
being now called is Nonsumit. The Deft<sup>r</sup> appears & prays Costs  
Whereupon it is considered by the Court that the s<sup>d</sup> Pers<sup>o</sup> do  
recover against the s<sup>d</sup> Whitfield his Costs in defending the Suit  
of the said Whitfield taxed at One pound eleven Shillings &  
Six pence & three of 2

John Phelps of Westfield in the County of Hampshire Gent<sup>l</sup> vs. Phelps  
vs. Roland Parks of the same Westfield Gent<sup>l</sup> Deft<sup>r</sup> in a Plea de as Parks  
is of Record at the last Term, which Case was continued from the  
last Term under a Rule of Reference. The Parties now appear and  
agree to a continuance of this Case at large, and thereupon it is con-  
sidered by the Court that the said Parties have Day here in Court  
untill the last Tuesday of August next

Asaph Thing of Wilbraham in the County of Hampshire Gent<sup>l</sup> Thing  
Plff vs. Andrew Cotton of Springfield in the County aforesaid  
Cotton  
Cotton  
Cotton  
Deft<sup>r</sup> in a Plea de as is of Record at the last Term  
The Plff being called is Nonsumit. The Deft<sup>r</sup> defaulted & the Case  
is dismissed.

Moses Hebbins of Wilbraham in the County of Hampshire Yeoman Hebbins  
Plff vs. Luther Thing Yeoman & Thomas Thing Deft<sup>r</sup> vs. both of the same  
Thing  
Thing  
Thing  
Wilbraham Deft<sup>r</sup> in a Plea de as is of Record at the last Term  
The Plff being now called is Nonsumit. The Deft<sup>r</sup> defaulted and the  
Cause is dismissed.

Samuel Graves Gent<sup>l</sup> Simon Graves Yeoman & James Thing Yeoman all Graves  
of Palmer in the County of Hampshire Plffs vs. Abraham Worcester  
of Wilbraham in the County aforesaid Housewright Deft<sup>r</sup> in a Worcester  
Plea de as is of Record at the last Term. The Plffs appear by M<sup>r</sup>  
Thing Meritt Gent<sup>l</sup> their Att<sup>y</sup> & the Deft<sup>r</sup> by Moses Phelps Esq<sup>r</sup> his Att<sup>y</sup>.  
and agree to a continuance of this Case, and it is considered  
by the Court that the s<sup>d</sup> Parties have Day here in Court untill the  
last Tuesday of August next



Lamb John Lamb of Wilbraham in the County of Hampshire Farmer Plaintiff  
Barber of Westfield in the same County Defendant Dep't in a Plea as  
is of Record at the last Term - They severally appear by their Att<sup>y</sup> and  
agree to refer this Case to the Determination of the Justices of the Peace  
William Lyncheon Esq<sup>r</sup> & Moses Church the Award of them or any two  
of them to be final. to be returned into this Court on Wednesday to be  
made up and Exec<sup>d</sup> accordingly - Whereupon it is considered by the  
Court that the foregoing Rule of the said Parties be a Rule of the Court in  
this Case, and that they have Day here in Court untill the last Tuesday  
of August next

Mather & Church Samuel Mather of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
Moses Plunkett of the same Westfield Defendant Dep't in a Plea as is of  
Record at the last Term - The Plaintiff appears by Samuel Mather Esq<sup>r</sup> his  
Att<sup>y</sup> and the Def't the three Times publicly called to come into Court makes  
Default of appearance here - Whereupon it is considered by the Court  
that the said Samuel do recover against the Def't his Judgment for  
his Possession of the Land described in his Writ unless the said Moses  
shall in two months pay the said Samuel Thirty four pounds nine  
shillings & seven pence and also the Costs of such taxed at £14.0  
& thereof &c. Writ of Fair hab. P<sup>o</sup> of April 16. 1785

Parks Roland Parks of Westfield in the County of Hampshire Gent<sup>l</sup> Plaintiff  
Phelps John Phelps of the same Westfield Gent<sup>l</sup> Defendant Dep't in a Plea as is of Record  
at the last Term - continued to this Time under a Rule of Reference, and  
now the Parties appear & agree that this Case be continued at large to  
the next Term - and it is considered by the Court that they have Day  
here in Court untill the last Tuesday of August next

Wolworth & Palmer Parnabas Wolworth of Granville in the County of Hampshire Trader Plaintiff  
v. of Westfield in the County of Hartford & State of Connecticut Trader  
Def't in a Plea as is of Record at the last Term - The Parties appear  
and agree to a continuance of this Case - and it is considered by the  
Court that they have Day here in Court untill the last Tuesday of  
August next

Atwater & Clapp John Atwater of Westfield in the County of Hampshire Trader Plaintiff  
Ezra Clapp of the same Westfield Innkeeper Defendant Dep't in a Plea as is  
of Record at the last Term - The Parties appear and agree to a continu  
ance of this Case - and it is considered by the Court that they have Day here  
in Court untill the last Tuesday of August next

Fowler & Houghs John Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> Plaintiff  
Elijah Houghs Gent<sup>l</sup> David Fowler Jr Gent<sup>l</sup> & John Morgan Jun<sup>r</sup> Defendant Dep't in a Plea as is of Record at the last Term - This Case is finally  
determined by an Award returned into this Court at this Term  
See the Entries of this Term N<sup>o</sup> 101 Elijah Houghs & al Plaintiff v. John Fowler

Carter & Jackson William Carter of a Place called the Nine Partners in the State of New  
York Trader Plaintiff v. Adnah Jackson of Westfield in the County of Hamp  
shire Gent<sup>l</sup> Defendant Dep't in a Plea as is of Record the last Term, The Plaintiff appears  
and the Def't the three Times called to come into Court makes Default of  
appearance here - Whereupon it is considered by the Court that said  
William do recover against said Adnah One hundred thirty six pounds  
ten shillings & four pence lawful Money Damages & Costs of such taxed at  
Five pounds and two pence - After all which the said Adnah by Term



Richardson Esq<sup>r</sup> his Att<sup>y</sup> appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and he recognizes with Swearing as the Law directs for P<sup>r</sup>adela's prosecuting his Appeal with Effect as by said Recognizance on File does appear

Above Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> vs. D<sup>r</sup> Fowler Esq<sup>r</sup> of the same Southwick Gent<sup>l</sup> Def<sup>t</sup> in a Plea as is of Record at the last Term. The Parties appear & agree to a continuance of this Case to the next Term - And it is considered by the Court that they ~~have~~ Day here in Court until the last Tuesday of August next

Above Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> vs. D<sup>r</sup> Fowler Esq<sup>r</sup> of the same Southwick Gent<sup>l</sup> in a Plea of Rep<sup>n</sup> as is of Record at the last Term. The Plea being three Times though called in Non suit, the Def<sup>t</sup> appears & prays for Costs. This Case having been included in a Rule of Reference entered into by the Parties aforesaid & acknowledged before Isaac Cort Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and the award of the Referee in consequence hereof being now bro<sup>t</sup> into Court as may be seen in the Case of Elijah Stough vs. Above Fowler in the Entries of this Term N<sup>o</sup> 101. and wherein the said Referee do award to the P<sup>r</sup> Elijah six shillings Damages & Costs. It is therefore considered by the Court that said Elijah do recover against the said Above six shillings of lawful Money Damages & Costs of such taxed at £5<sup>s</sup> 12<sup>d</sup> 0 & thereof do Exp<sup>ts</sup> Sept 2<sup>d</sup> 1789

John Pearce of Gloucester in the County of Essex Mariner vs. Warham Parks of Westfield in the County of Hampshire Parks Esq<sup>r</sup> Def<sup>t</sup> in a Plea as is of Record at the last Term. The Plea appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by Thos<sup>l</sup> Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & defends &c. and for Plea says he never executed the Bond in manner & Form as the P<sup>r</sup> John in his Declaration hath alleged & thereof puts himself on the Country. And the Plea says that the Plea aforesaid in Manner & Form above pleaded is an insufficient Answer to the P<sup>r</sup> Declaration and that he hath no Capacity to answer thereto and for Want of a sufficient Plea prays Judgment for his Damages & Costs. And the said Warham says his Plea aforesaid is sufficient & agreeing that he shall not be intitled to a Review at the Supreme Court. Whereupon all & singular the Premises being seen and by the Court here fully understood & perused as it appears to the Court that the Plea aforesaid of the P<sup>r</sup> Warham by him above pleaded & the Matters therein contained are an insufficient Answer to the Declaration of the P<sup>r</sup> John & ought not to preclude him the P<sup>r</sup> John from having & maintaining his Action. Therefore it is considered by the Court that the P<sup>r</sup> John do recover against the P<sup>r</sup> Warham sixty six pounds & seven shillings & four pence of lawful Money Damages & Costs of such taxed at £8<sup>s</sup> 3<sup>d</sup> 2

Whereupon the P<sup>r</sup> Warham by his Att<sup>y</sup> aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the said County of Hampshire & the last Tuesday of April next & he recognizes with Swearing as the Law directs for P<sup>r</sup> Warham's prosecuting the same as appears by a Recognizance on File



Thiny William Thiny Gent<sup>l</sup> Plff<sup>r</sup> vs. M<sup>r</sup> Stebbins & Calvin Stebbins  
Deft<sup>s</sup> Upon a D<sup>ct</sup> in the Parties being severally called to come  
Stebbins into Court neither of them appear & the Case is defaulted.

Flower Samuel Flower of West Springfield in the County of Hampshire Esq<sup>r</sup>  
Plff<sup>r</sup> vs. Silas Fowler Gent<sup>l</sup> & Noble Fowler Yeoman both of Southwick in  
Taster & al the same County Deft<sup>s</sup> in a D<sup>ct</sup> as is of Record at the last Term  
Neither Party the three Times called do appear and the Action is dismissed

Butler Court<sup>l</sup> & Wroster<sup>r</sup> Annaly shew David Butler of Wilbraham in the County of Hampshire  
Yeoman That a bondholder before John Platt Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>o</sup> on  
the 20<sup>th</sup> day of Feb<sup>r</sup> 1788 as recorded at Page the last Term &c &c  
In this Case it is considered by the Court that said David do re-  
cover against the said Abraham Wroster Four pounds & seven  
pence of lawful Money Damages & Costs of Suit taxed at £2. 6. 3  
& thus of &c  
Ex<sup>mp</sup> Feb. 26. 1789

Mayo Benjamin Mayo of Orange in the County of Hampshire Innkeeper  
Plff<sup>r</sup> vs. Silvanus Ward of the same Orange Yeoman Deft<sup>r</sup> in a  
D<sup>ct</sup> as is of Record at the last Term The Plff<sup>r</sup> being now three  
Times called is Nonsumt. the Deft<sup>r</sup> appears & prays his Costs  
may be allowed him - Thereupon it is considered by the Court  
that said Silvanus do recover against B<sup>r</sup> Benjamin his Costs  
taxed at £3. 2. 9 & thus of &c

Clark Thomas Clark of Hartland in the County of Litchfield a State of  
Connecticut Yeoman Plff<sup>r</sup> vs. Richard Dickinson of Granville in  
Dickinson the County of Hampshire Gent<sup>l</sup> Deft<sup>r</sup> in a D<sup>ct</sup> as is of Record  
at the last Term. The Parties appear & agree to a Continuance to  
the next Term - And it is considered by the Court that they  
accordingly have Day here in Court untill the last Tuesday of  
New Entris August next

Rick<sup>l</sup> & Sanderson<sup>r</sup> N<sup>o</sup> 1. Caleb Rick of Warwick in the County of Hampshire Yeoman Plff<sup>r</sup> vs.  
David Sanderson of Peterborough in the County of Middlesex Gent<sup>l</sup> Deft<sup>r</sup> in a D<sup>ct</sup> as is of Record at the last Term  
for that whereas the s<sup>d</sup> David at  
Peterb<sup>o</sup> the fourth day of June in the Year of our Lord  
seventeen hundred & eighty nine by his Note of that Date  
for Value rec<sup>d</sup> promised one Samuel Dana to pay him or  
his Order the Sum of three hundred pounds (meaning in  
Bills of Credit then current) of the Value of twenty two  
pounds one shilling & two pence lawful Money in Specie  
by the first day of October then next ensuing the Date of said  
Note with Interest & Charge till paid - And there afterwards  
on the eleventh day of June in the Year of our Lord seventeen  
hundred & eighty seven the said Dana by his Indorsements in  
Writing on the same Note by him subscribed for Value rec<sup>d</sup>  
ordered & the Contents of s<sup>d</sup> Note then due to be paid to the Plff<sup>r</sup>  
whom s<sup>d</sup> David then instantly afterwards had due Notice  
and thereupon became chargeable to pay the Contents of s<sup>d</sup> Note  
to the Plff<sup>r</sup> according to the Tenor thereof & there & there in Con-  
sideration thereof promised the Plff<sup>r</sup> to pay him the same ac-  
cordingly - and said David tho<sup>o</sup> often requested has never  
paid the same to the Damage of s<sup>d</sup> Rick as he saith Sixty  
pounds - This Case was commented before Joseph Metcalf Esq<sup>r</sup>



one of the Justices of the Peace for the said County of Hampshire & is now brot up  
to this Court as the Statute directs. The Parties severally appear and on the  
motion of the Plff it is considered by the Court that they have Day here  
in Court until the last Tuesday of August next

Samuel Sampson of Pater in the County of Hampshire Yeoman Plff Sampson  
v. Thomas Dick of Dilham in the same County Yeoman Deft in as the  
of the Case for that said Thomas & s<sup>r</sup> Dilham on the twenty sixth day  
April in the Year of our Lord Seventeen hundred eighty five  
by his Note for Value rec<sup>d</sup> promissed the s<sup>r</sup> Samuel to pay him or  
his Order One hundred & eighty pounds lawful Money within  
three years from the Date of s<sup>r</sup> Note with lawful Interest till  
paid Yet s<sup>r</sup> Thomas the often requested has never paid the same  
but neglects it to the Damage of s<sup>r</sup> Samuel Two hundred pounds  
which sum was compromised to be determined before W<sup>r</sup> is it in one of  
the Justices of the Peace in and for the s<sup>r</sup> County of Hampshire and is  
now brot up to this Court as the Statute in such Case provides  
The Plff appears by Doughty Foster Esq<sup>r</sup> his Att<sup>r</sup> and the Deft the three  
Times called to come into Court makes Default of Appearance  
here Wherefore it is considered by the Court that the said  
Samuel do recover against the said Thomas One hundred  
eighty four pounds seven shillings of lawful Money Damages  
and costs of Suit taxed at £ 2. 5. 8

Whereupon the s<sup>r</sup> Thomas by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> comes into  
Court & appeals from the Judgment of this Court to the Supreme  
Judicial Court to be holden at Northampton in & for the County  
of Hampshire on the last Tuesday of April next & he acquiesces  
with the Justices as the Law directs for s<sup>r</sup> Thomas' prosecuting  
his Appeal with Effect as by s<sup>r</sup> Recognizance on File does  
appear

John Lawrence of Harford in the County of Stafford & State of Lawrence  
of Councilors Esq<sup>r</sup> Plff as Ephraim Chambers in of Southwark Chamberlain  
in the County of Hampshire Gent<sup>l</sup> Deft in as the of Ejectments No 3  
wherein he demands against the said Ephraim the Possession of twenty  
five acres of Land lying in Southwark with the Appurtenances bounded  
as follows, it being & hath originally laid out to Thomas Ingham Esq<sup>r</sup>  
the sixth Lot in Number on the West Side of King Henry Road in  
the first & Third of lots being in width twenty five rods in Length  
one hundred & sixty rods lying between the lands originally laid out to  
Nathaniel Bancroft & Mark Noble & saith that one Elizabeth Stings  
being lawfully seized & possessed of s<sup>r</sup> demanded Premises with the  
Appurtenances in his Demise as of Fee by his Deed duly executed  
at Southwark on the second day of March in the Year of our Lord  
Seventeen hundred eighty two acknowledged registered & in Courts  
to be produced for good & valuable Consideration therein mentioned  
to wit for the sum of Ninety pounds bargained sold & conveyed  
the s<sup>r</sup> demanded premises with the Appurtenances to the s<sup>r</sup> John  
to hold to him his Heirs & Assigns forever in fee simple by force of which  
Deed the same John then & there became instantly seized of the said  
demanded Premises & Appurtenances in his Demise as of Fee taking  
the Property to the Value of eighty shillings by the Year & ought to have  
remained in the Possession thereof but s<sup>r</sup> Ephraim hath since that  
Time entered into Possession of the s<sup>r</sup> demanded Premises without any  
Right so to do hath dispossessed the s<sup>r</sup> John thereof & unjustly dep<sup>r</sup>ed  
and holdeth him out of the same to the Damage of s<sup>r</sup> John Two  
hundred pounds — The Plff appears by Samuel Mathew Esq<sup>r</sup>



his Att. and the Deft the three Jurors publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said John do recover against the said Ephraim his Surmises & Opinion of the demanded Damages unless the said Ephraim shall in two months pay to s<sup>d</sup> John One hundred & twenty seven pounds seven shillings of lawful money & Costs of suit taxed at s<sup>d</sup> 11. 7 & three of a. With of Tai lab & Op. of Apr 16. 1789

Whitmore & Daniel Whitmore of Sunderland in the County of Hampshire  
vs  
Wells & David Wells of Salisbury in the County aforesaid  
N<sup>o</sup> 4  
Ex<sup>o</sup> Deft in a Plea of the Case for that s<sup>d</sup> David at Sunderland aforesaid on the eighth day of September Anno Domini 1785 was indebted to the said Daniel in the Sum of Forty pounds lawful Money for so much money by the s<sup>d</sup> David to the Use of the said Daniel before that Time had said & being so then of record he the s<sup>d</sup> David afterwards to with the same Day & Year last aforesaid at Sunderland aforesaid assumed on him self & to the s<sup>d</sup> Daniel faithfully promised that he the s<sup>d</sup> David would well & truly pay to him the s<sup>d</sup> Daniel the aforesaid Sum of forty pounds together with the lawful Interest therefor whenever he the s<sup>d</sup> David should by the s<sup>d</sup> Daniel be thereto afterwards requested. Yet the said David the s<sup>d</sup> Daniel requested has never paid the same but neglects it to the Damage of said Daniel fully five pounds which Case was committed to be determined by the John Williams Esq<sup>r</sup> Just<sup>ice</sup> of Peace and it was bro't up to this Court agreeable to the Statute in such Case provided. The Parties severally appear and agree that this Case be continued to the next Term and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Chandler & Elizabeth Case of Bolton in the County of Worcester Wid<sup>ow</sup> & Abel Al  
vs  
Fletcher & Thomas Fletcher late of said Bolton Esq<sup>r</sup> & in s<sup>d</sup> Capacity Esq<sup>r</sup>  
N<sup>o</sup> 5  
Ex<sup>o</sup> Deft in a Plea of the Case for that s<sup>d</sup> John at Bolton on the fifteenth day of May in the Year of our Lord seven hundred & eighty six by his note for Value rec<sup>d</sup> promised s<sup>d</sup> Thomas then living to pay him or Order Six pounds lawful Money with Interest till paid on Demand & yet s<sup>d</sup> John the aforesaid by said Thomas in his Life Time did not pay him the same, nor has he since the Death of s<sup>d</sup> Thomas ever paid the same to the s<sup>d</sup> Fletcher but neglects it to their Damage Twelve pounds. The s<sup>d</sup> Fletcher appear by s<sup>d</sup> Just<sup>ice</sup> the three Jurors publicly called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that the said Adam do recover against the said John Six pounds twelve shillings & ten pence of lawful money Damages & Costs of suit taxed at s<sup>d</sup> 3. 1. 5 & three of a. With of Feb 21. 1789

Cutter & Benjamin Clark Cutter of Boston in the County of Suffolk  
vs  
Billings & Edwin Billings late of Pelham in the County of  
N<sup>o</sup> 6  
Hampshire Trader & Benjamin Billings late of Montague in the same County aforesaid, a brother & absconding Debtors & Calvin Gunn of the same Montague aforesaid against Factor & Trustee to s<sup>d</sup> Edwin & Benjamin Esq<sup>r</sup> in a Plea of Debt for that said Edwin & Benjamin at said Pelham on the eighth day of August Anno Domini 1786 by their Writing of Obligation by them signed & sealed with their seals in Court to be



and they acknowledged themselves to be indebted to the said Butler in the Sum of Sixty four pounds & that Money to be paid to the said Butler on Demand & that the said Oliver & Ebenezer the requested have never paid the same & the Damage of the said Butler One hundred pounds

The W<sup>th</sup> appear by their Gen<sup>l</sup> W<sup>th</sup> Atty and the said Calvin Gunn the Agent &c like wise comes into Court and being sworn as the Statute directs, is upon the said Oath asked by the Creditor -

Had you in your hands at the Time of the Service of the Writ any Goods Effects or Credits of Ebenezer Billings & Ebenezer Billings? Answer I had of Ebenezer Billings? Question To what Amount were they? Answer Ebenezer Billings at that Time had three Notes of Hand against me payable in great Cattle to the Amount of about two hundred pounds the first Note was for One hundred & twenty pounds payable on the fifteenth Day of June A.D. 1789 on which is paid about twenty three pounds - The next Note is payable on the first day of June A.D. 1790 to the best of my Remembrance and for the Sum of Sixty pounds the other Note is payable on the first day of July A.D. 1791 to the best of my Remembrance & for the Sum of Forty five pounds the last the upon each of the Notes were to be delivered at my Dwelling House in Montague - Thereupon it is considered by the Court that this Case be continued to the next Term the last Tuesday of August next

Moses Hawley of Amherst in the County of Hampshire Plaintiff & Hawley W<sup>th</sup> is the Inhabitant of the Town of Northampton in the same County Def<sup>t</sup> in a S<sup>th</sup> of Entry upon Disfeisin wherein the said Northampton Moses demands against the said Inhabitants certain Tracts or parcels of Land which were once the Estate of Ebenezer Hawley deceased with the Appurtenances described & bounded as follows to wit a certain House Lot in Northampton aforesaid bounded Northeastly partly by Quarters Pownoy Land & partly by a Street called Wedding Lane South Easterly partly by the Common and partly by William Judds Land & partly by Herchiah Ruples Land & partly by Elisha Matthes Northeastly partly by said Matthes Land & partly by P Quarters Pownoy Land & also the old Mansion House standing on the same House Lot - Also the following pieces of Land being in the general Field in Northampton aforesaid - V<sup>z</sup> a piece of Land which was formerly granted by the Town of Northampton out of the High Way to the said Ebenezer Hawleys Father called the Pasture in Quantity about three Aers - Also a piece of plowing Land touching the said Pasture called the Gilly Flowers in quantity about three Aers - One piece of mowing Land in Middle meadow in quantity about four Aers bounded by the Brow of Middle meadow Hill north westerly by Land which was lately Josephs Hawleys Land North easterly by the Great River South Easterly & by the Land of Robert Breaker South westerly - One piece of Land in the Second Square called Judds Lot in quantity about two Aers - One piece of Land in the third Square called Salmons Lot in quantity about four Aers - Also a piece of Land in young Rainbow bounded Easterly by the Way on old Rainbow Hill Southerly by Josephs Roods Land partly & partly by Land lately Chazers Roods Land & Westerly by the



Wherefore it is considered by the Court that the said Moses & his ground  
are plain & undisputed to be in Maryland. And that the said Plaintiff  
& his said do recover against the said Moses their costs taxed at nine shillings



shillings & six pence — Whereupon the said Mosey by his Att. aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next, and he recognizes with sureties as the Law directs for said Mosey, prosecuting his said Appeal with Effect as by his Recognizance on File does appear

Simeon Strong of Amherst in the County of Hampshire Esq. Plaintiff. Strong & Asariah Selden of Ashfield in the County aforesaid Defendants. An absconding Debtor & John Selden of Ashfield Plaintiff the Tenant Sellen & Agent Factor & Trustee of the said Asariah & in said Capacity Deft. in a Plea N<sup>o</sup> 8 That the said Asariah tender to the said Simeon Five pounds nine ten shillings & six pence in lawful Money which to him he owes and from him unjustly detains and whereon the said Simeon says that at the Court of Common Pleas holden at Northampton within & for the County of Hampshire on the second Tuesday of February in the Year of our Lord one thousand seven hundred eighty five by the Judgment of the same Court recovered against the said Asariah Four pounds thirteen shillings & six pence and one pound six shillings & six pence both of which whereof the said Asariah is convicted as by the Record thereof in our said Court remaining is manifest & appears, and altho the Expenses & Charges therein have been sued out on the same Judgment yet the same have been returned wholly unsatisfied and the said Judgment is now in Force not satisfied annulled or reversed whereby Action accrues to the said Simeon to demand & have of the said Asariah the aforesaid sum being five pounds nine ten shillings & six pence. Yet the said Asariah the other requested hath never paid the same or any part thereof but hath withdrawn himself out of the Limits of the County, & absconded in part unknown having hidden Goods & Credits in the Hands & Possession of John his Tenant Agent Factor & Trustee to the Value of One hundred pounds to the Damage of the said Simeon Twelve pounds. The Plaintiff appears in his own Person & the said John the Agent & above said being now three Times publicly called to come into Court makes Default of Appearance here — And it is considered by the Court that the said Simeon & Asariah have Day here in Court until the last Tuesday of August next

Deborah Narramore of Goshen in the County of Hampshire Narramore  
Widow Plaintiff & William Lyon late of a Place called Chesterfield = Lyon  
Goshen in the County aforesaid Defendant Deft. in a Plea of Covenant broken N<sup>o</sup> 9  
That said William late of Goshen on the second Day of June in the Year of our Lord one thousand seven hundred eighty three by his Deed of that Date sealed with the Seal of the said William & in Court to be produced did in Consideration of two hundred & fifty pounds paid him by said Deborah give grant bargain sell & confirm unto the said Deborah Narramore her Heirs & Assigns forever two certain Parcells or Lots of Land one of which lyeth in Goshen and is Lot Number four in the third Division in Quabbin Propriety together with all the Buildings thereon the Bounds whereof as it is said in said Deed may fully appear by Whitcomb's Plan of said Propriety and the Records in Greenwich the other Lot being in Narragansett Number Four and is Number Three in the third Division of said Propriety & bounds West of & adjoining to Hatfield (as formerly laid out) in the County of Hampshire, the Bounds whereof as is said in said Deed may more fully appear by the Propriety Records Reference there to being made to have & to hold the



above granted & bargained Premises with the Opportuneness thereof unto  
her the said Deborah Narramore her Heirs & Assigns forever to her and  
their own proper Use & Behoof & the said William then & there  
by the same Deed covenanted with the said Deborah Narramore  
her Heirs & Assigns that at & untill the sealing of the said Deed  
he the said William was well & lawfully seized of the Premises as a  
good & indisputable Estate in Fee simple and that he had good Right  
to bargain & sell the same in Manner & Form as in the said Deed  
was above written and that the same were free of all Incumbrances  
and that he the said William would warrant & defend  
the same to said Deborah against all Claims & Demands whatsoever  
and now the said Deborah in Fact says that at the Time of sealing  
executing the same Deed the said William was not seized in  
Fee of the Premises that he had no Right to sell & convey the same  
and that they were not free of Incumbrances & that the said  
Deborah has been wholly disappointed of & cannot hold the  
Premises according to the Deed aforesaid & says that the said  
William, Covenant aforesaid in Form aforesaid made hath  
broken & not kept the same to her Damage Four hundred  
pounds — The Plea appears by Single Strong &  
her Att<sup>y</sup> and the Def<sup>t</sup> by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> &  
they agree to a continuance of this Case to the next Term  
and it is considered by the Court that the said Parties  
have Day here in Court untill the last Tuesday of  
August next

Clark  
Chapin  
No 10.

Paul Clark of Leyden in the County of Ham, where Gent<sup>l</sup> J<sup>st</sup> J<sup>st</sup>  
Amehiah Chapin of Barnardston in the same County, German Def<sup>t</sup>  
in and to of Covenant broken whereon the said Paul complains & says  
that the said Amehiah at the said Barnardston on the third Day of May Anno Dom.  
Seventeen hundred & eighty five by his Deed of that Date under his  
hand & seal in Court to be produced did in Count & cession of thirty  
pounds paid him by said Paul grant & convey unto him the said  
Paul One certain Tract or parcel of land in the said Barnardston Gore  
(so called) described and bounded as follows to wit: West on a track  
of land called the Hubbard grant the Northwest Corner of the Premises being  
about fifty rods West of Green River at a Stake marked & set up by  
the said Amehiah the Southwest Corner being at a marked Stake & the Pre-  
mises are bounded South on Land of George Hawkins East on Land of Len-  
dow Hume North on Land of Pelag Brown & contain about forty six  
Acres lying partly on the East Side & partly on the West Side of Green River  
by the Name of one certain Tract or parcel of land in the said Barnardston Gore  
Viz the Lot Number fifty six & fifty seven both in the Second Division.  
of Land in said Gore containing twenty three Acres of Land each & the same now  
or late called & bounded in Manner & Form as is set forth by the original  
Proprietors Plan of Records of the Gore then called to have & to hold the same  
to the said Paul his Heirs & Assigns and the said Amehiah in & by his same  
Deed covenanted that he the said Amehiah was lawfully seized in  
Fee of the Premises that they were free of all Incumbrances that he had  
good Right to sell & convey the same to the said Paul Clark to hold as aforesaid  
that he the said Amehiah would warrant & defend the same to the said Paul  
his Heirs & Assigns forever against the lawful Claims & Demands of  
all Persons whatsoever & and the said Paul says that the said Amehiah at the  
Time of his making & executing the Deed was not seized in Fee of the  
Premises aforesaid that they were not free of Incumbrances that he  
had no Right to sell & convey the same that he hath not warranted  
or defended the same to the said Paul against the lawful Claims &  
Demands of all Persons and that because the said Amehiah had no  
Right to sell or convey the same the said Paul hath not been able to hold



and enjoy the said Granted Primmies both the same hath wholly lost  
and so the said Paul saith that the said Henrich has borrowed a pair  
in form aforesaid made hath broken & not kept the same  
to the Damage of said ~~Paul~~ three hundred pounds  
The Parties appear and on the Motion of the D<sup>ft</sup> it is considered by  
the Court that they have Day here in Court untill the last Tuesday of  
August next

Joshua Hemmingway of Marlboro in the County of Hampshire Jan<sup>ry</sup> Hemmingway  
Pl<sup>ff</sup> v Samuel Parry of Holliston in the County of Middlesex Esq<sup>r</sup> D<sup>ft</sup> v<sup>o</sup> 11.  
in a Plea of the Case for that whereas the said Samuel at said Middlesex  
to wit at S<sup>r</sup> Newtalem on the Day of the Pendency of the Writ being indebted  
to the Pl<sup>ff</sup> in the sum of forty pounds for so much money before that  
time had rec<sup>d</sup> & laid out & expended to the Use of S<sup>r</sup> Samuel at his  
special Instance & Request & S<sup>r</sup> Samuel being so indebted then & there  
in Consideration thereof promised the Pl<sup>ff</sup> to pay him the same  
sum on Demand — Also for that S<sup>r</sup> Samuel & the Pl<sup>ff</sup> at said Middlesex  
sep<sup>r</sup> Cir at S<sup>r</sup> Newtalem on the fourteenth day of May some Domin  
seventeen hundred & eighty seven by their Note a Memorandum of  
that Date by them subscribed agreed that whereas the said Samuel was  
Pl<sup>ff</sup> and the S<sup>r</sup> Joshua was D<sup>ft</sup> in a certain Action & Cause of Com<sup>pl</sup>  
con before John May Esq<sup>r</sup> in Consideration that the S<sup>r</sup> Joshua had pro  
mised & agreed to pay all Costs that had arisen on the S<sup>r</sup> Joshua and  
also to pay all Costs in an Action commenced by Oliver Prescott Esq<sup>r</sup>  
Judge of Probate for the County of Middlesex against the S<sup>r</sup> Samuel  
and that the S<sup>r</sup> Samuel there upon Condition that a certain Ag  
reement or promise in Writing made by the Pl<sup>ff</sup> & lodged in the hand  
of Ben Hubbard & John Michol<sup>son</sup> of Concord should not bear even  
Date with the Court to which the said Samuel was summoned to ap  
pear in said last mentioned Action the S<sup>r</sup> Samuel then & there promised  
and agreed to pay the Pl<sup>ff</sup> all his Costs that had arisen or should arise  
on the aforesaid Cause for the Recovery of the Debt & Costs recovered by  
the Judge of Probate by the S<sup>r</sup> Samuel & also cease to prosecute the same any  
further & S<sup>r</sup> Samuel then & there further promised the Pl<sup>ff</sup> to pay all  
Costs that had arisen on the aforesaid Action commenced by the S<sup>r</sup> Judge  
of Probate against the S<sup>r</sup> Samuel upon Condition that the aforesaid Agreement  
or promise in Writing made by the Pl<sup>ff</sup> should prove to be of the  
same or bear even Date with the Court meaning the same to be the  
the S<sup>r</sup> Samuel was summoned to appear to answer to the Action com  
menced by the Judge of Probate as aforesaid — Now the Pl<sup>ff</sup> in Part  
saith that the Agreement or Promise in Writing made by him as  
aforesaid was of the same or bore even Date (with the Court) meaning  
the Week on which it sat to which the S<sup>r</sup> Samuel was summoned  
to answer to the Judge of Probate as aforesaid. Yet S<sup>r</sup> Samuel hath never paid  
the Pl<sup>ff</sup> his Costs on the aforesaid Cause of Com<sup>pl</sup> nor cease to prosecute  
the same but entered his Action at the Court of Common Pleas & recovered  
Judgment against the Pl<sup>ff</sup> for the Costs recovered by the Judge of Probate  
& the D<sup>ft</sup> against the S<sup>r</sup> Samuel & paid his Costs thereon against the  
Pl<sup>ff</sup> which the Pl<sup>ff</sup> avers to be the sum of thirty five pounds six pence  
& eight farthings which he hath discharged to the Damage of the  
said Joshua fifty pounds — Which Cause was commenced before  
Daniel Shaw Esq<sup>r</sup> Justice of the Peace in & for S<sup>r</sup> County of Hampshire and  
is now brot up to this Court agreeably to the statute in such Cases  
provided — The Parties appear and agree to a Continuance and  
it is considered by the Court that they have Day here in Court  
untill the last Tuesday of August next



Wells  
Billings  
No 12.

Reuben Wells of Greenfield in the County of Hampshire Gent<sup>l</sup> vs  
Ethan Bellings of Conway in the same County Farmer Defendant  
of the Case for that said Ethan at said Greenfield on the Day of the Purchase  
of this Writ was indebted to the Plff in the sum of Five pounds and  
two pence according to the Receipts to the Writ & being so indebted  
he then & there in Consideration thereof promised the Plff to pay him  
the same sum on Demand with interest, yet he hath never paid the  
same but neglects it to the Damage of said Reuben this Record  
which Case was commenced before David Smead Esq<sup>r</sup> Just<sup>l</sup> in  
the County of Hampshire & is now brought up to this Court agree-  
ably to the Statute in such Case made & provided. The Plff ap-  
pears by Wm Colman Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the same being  
publicly called to come into Court makes Default of Appearance  
here, Whereupon it is considered by the Court that E. Bellings  
do recover against E. Bellings Eight pence three Shillings & eight pence  
Damages & Costs of Suit taxed at £ 2. 4. 10 & there of &

Phillips &  
Wells & al  
No 13

Exon<sup>d</sup> April 1. 1789

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Plff vs  
Reuben Wells, John Simon both of Greenfield in the County of Hampshire and  
Reuben Wells, Gent<sup>l</sup> Administrator on the Estate of Ebenezer Wells late of said  
Greenfield Gent<sup>l</sup> De<sup>f</sup>. Intestate De<sup>f</sup> in a Plea of Ejectment wherein the Plff de-  
mands against the De<sup>f</sup> Reuben Simon & Reuben Administrator as aforesaid  
the Possession of a certain Tract of Land lying & being in Shelburne in said  
County of Hampshire containing about two hundred eighty Acres be the same  
more or less bounding East on the dividing line between S. Shelburne and  
Greenfield, North on land of Samuel Shingale West upon the second  
Tier of lots in S. Shelburne South on a Lot of Land belonging to him the  
said Reuben Wells which he purchased of Matthew Clepar  
Whereupon the Plff says that the De<sup>f</sup> being seized of the demanded  
Premises in their own Dominion as of Fee on the twenty fourth Day of June in the  
Year of our Lord nineteen hundred seventy four by their Deed bore of that Date under  
their hands & Seals duly acknowledged register'd and in Court to be produced  
for a Valuable Consideration therein expressed conveyed the demanded Premises to  
the said William his Heirs Executors Administrators & Assigns upon the following  
Condition to wit. Provided nevertheless upon Condition that the above named Ebenezer  
Simon & Simon their Heirs Executors Administrators or any or either of them  
shall well & truly content & pay unto him the said William his Heirs Executors Ad-  
ministrators or Assigns within the Term of one Year from the Date of said Deed  
the full contents of their promissory Note of even Date of said Deed for the sum  
of One hundred & seventy nine pounds one shilling & one penny lawful  
Silver money payable to the said William or his Order on Demand & all  
such sum or sums of money as shall or may become due & payable thereon  
with out Fraud or further Delay, then the foregoing Deed & Conveyance to be  
void & of none Effect otherwise to abide in full Force & Virtue Now the  
Plff in fact says that neither the said Reuben nor Simon nor Reuben  
Administrator as aforesaid, nor their Heirs Executors Administrators or As-  
signs have ever paid the same sum never paid in Note nor the interest  
thereof to the said William his Heirs Executors Administrators or Assigns according  
to the Condition aforesaid the requested and so the Plff is entitled to & ought  
to be in Possession of the aforesaid Tract of Land with the appurtenances &  
but S. Reuben Simon & Reuben Administrator as aforesaid have illegally  
enter'd & unjustly hold the Plaintiff of Possession to his Damage one thousand  
pounds. The Plff appears by Wm Colman Gent<sup>l</sup> his Att<sup>y</sup> & the De<sup>f</sup>  
the three times publicly called to come into Court makes Default of Appearance  
here Whereupon it is considered in the Court that the said William do recover  
against the said De<sup>f</sup> Judgment for his Claim & Possession of the demanded  
Premises with the said De<sup>f</sup> shall in two months pay the said William  
Two hundred & seventy nine pounds nine pence three Shillings & nine pence of lawful  
Silver Damages Costs of Suit taxed at £ 2. 4. 10 & there of &  
done at Cambridge Essex April 16. 1789



Stephen Kellogg of Hoosuck in the County of Albany & State of New York Plaintiff vs. Sabel Ransom Gent<sup>l</sup> & Calvin Ransom Tho. Kellogg  
 main and Eliza Ransom Gent<sup>l</sup> & Deputy Sheriff under Eliza Ransom  
 Esq<sup>r</sup> Sheriff of the County of Hampshire all of & Elburie in s<sup>d</sup> County Ransom &  
 of Hampshire Defts in a Plea of the Case for that Sabel Calvin and  
 Eliza at Dursfold in the same County on the twenty fifth day of  
 October in the Year of our Lord Seventeen hundred eighty four by  
 their Note under their hands, of that Date for Value rec<sup>d</sup> & promised to  
 pay the Pl<sup>ff</sup> the sum of One hundred pounds one half to be paid in  
 Cash at Cash here & the o<sup>r</sup> to be paid in Cash the twenty third  
 day of October which will be in the Year of our Lord Seventeen  
 hundred eighty six with Interest till paid. Now the Pl<sup>ff</sup> says  
 that he hath ever been ready from the Date of s<sup>d</sup> Obligation to receive  
 said Cattle yet the s<sup>d</sup> Defts or either of them have not paid the same  
 Altho for that s<sup>d</sup> Sabel Calvin & Eliza at Dursfold on the same  
 twenty fifth Day of October a thousand by their other Note for Value  
 received promised the Pl<sup>ff</sup> to pay him a further Sum of one hund  
 red pounds in three Years with Interest. Yet the s<sup>d</sup> Defts or either  
 of them have never paid the same but by neglect to the Damage  
 of s<sup>d</sup> Stephen three hundred pounds. The Pl<sup>ff</sup> appears by  
 W<sup>m</sup> Colman Gent<sup>l</sup> his Att<sup>y</sup> and the Defts the three miss publicly  
 called to come into Court make Default of appearance here  
 Whereupon it is considered by the Court that said Stephen do  
 recover against said Sabel Calvin & Eliza One hundred ninety five  
 pounds seven shillings & two pence Damages & Costs of suit taxed  
 at £3.5.3 and three of a

Asaph Leonard of West Springfield in the County of Hampshire Gent<sup>l</sup> vs. Leonard  
 & Timothy Burbanck Esq<sup>r</sup> of the same West Springfield Messrs Executors Defts Burbanck  
 in a Plea of Assumpsit wherein he demands against s<sup>d</sup> Timothy the Possession  
 of Sixty Acres of land, being part of the Farm where said Timothy now lives lying in  
 said West Springfield bounding South partly on Edward Beaman's Land & partly  
 on land of Seth Hunt North on the Ministry Lot so called & East on a small Run  
 of water about twenty rods East on s<sup>d</sup> Timothy's Mansion House extending so  
 far as to make Sixty Acres together with the Building standing thereon & the  
 Privileges & appurtenances thereto belonging & saith that s<sup>d</sup> Timothy on the second  
 Day of May in the Year of our Lord Seventeen hundred eighty seven at s<sup>d</sup> Springfield  
 by his Deed of that Date under his hand & Seal & acknowledged registered in  
 Court to be produced conveyed the said demanded premises with the appurtenances  
 to the said Asaph to have & to hold the same to him his Heirs & assigns forever in fee  
 simple upon the following condition however that if the s<sup>d</sup> Timothy his Heirs & assigns  
 or administrators should well & truly pay to the s<sup>d</sup> Asaph his Heirs & assigns  
 administrators or assigns forty two pounds ten shillings lawfull money  
 within One Year from the Date of the same Deed with lawful Interest for the same  
 till paid according to the said Timothy's Bond to the s<sup>d</sup> Asaph conditioned for  
 the same Sum & bearing even Date with the same Deed, then the same Deed to  
 be void and of none Effect otherwise to remain in full Force & Virtue &  
 the s<sup>d</sup> Asaph say the s<sup>d</sup> Timothy has never performed the Condition mentioned in  
 the s<sup>d</sup> Deed. and that by Virtue of which Deed the s<sup>d</sup> Asaph became instantly  
 seized of the s<sup>d</sup> demanded Premises with the appurtenances in his Demise as  
 of fee taking the Profits thereof to the Value of Ten pounds by the Year & ought  
 to have remained in the seizure & Possession thereof but s<sup>d</sup> Timothy hath  
 since that time entered into Possession of the demanded Premises without  
 any Right so to do & hath dispersed the s<sup>d</sup> Asaph thereof & recaptured & deposed &  
 kept the same out of the same to his Damage Eighty pounds.  
 The Pl<sup>ff</sup> appears by John Hooker Gent<sup>l</sup> his Att<sup>y</sup> & the Defts the three miss publicly  
 called to come into Court make Default of appearance here Whereupon it is  
 considered by the Court that s<sup>d</sup> Asaph do recover against s<sup>d</sup> Timothy Eighty pounds  
 of the demanded Premises unless s<sup>d</sup> Timothy shall in two months pay s<sup>d</sup> Asaph  
 pounds Eighty and Costs taxed at £1.7.7 & the Defts the three miss publicly  
 called to come into Court make Default of appearance here



2. Colborn  
Dawson  
No 16.

Charles Colborn of Springfield in the County of Hampshire Gent<sup>l</sup> Pl<sup>ff</sup> vs  
Luke Day of West Springfield in the same County Gent<sup>l</sup> Def<sup>t</sup> in a<sup>d</sup> the of  
Ejectment wherein he demands against the said Luke the Ejection of a certain  
Tract of Land lying in West Springfield a<sup>d</sup> a<sup>d</sup> said containing twenty acres on  
the South Side of the Stone Lot lately or now belonging to Luke Day & Co<sup>rs</sup> bounded  
as follows beginning at the East Side of the Hill adjoining to the Land called  
Barber's Swamp & measured three degrees thirty minutes South thirty two rods then  
South twenty degrees West sixty two rods then South ten degrees West forty five rods  
then East three degrees thirty minutes North thirty two rods then Northward on the  
Edge of the Hill by Barber's Swamp to the first bounds together with the Privileges &  
Appurtenances thereto belonging & with that the said Luke on the ninth day of Feb<sup>r</sup>  
uary in the Year of our Lord One thousand eight hundred & eighty four at Springfield  
by his Deed of that Date under his Hand & Seal acknowledged registered &  
in Court to be produced conveyed the said Demanded Premises with the Ap-  
purtenances to the said Charles to have & to hold the same to him his Heirs  
and assigns forever in fee simple by which the said Charles had the same  
Charles became instantly seized of the said demand. & Premises with  
the Appurtenances & in his Demore as of fee taking the Property to the  
Value of twenty shillings by the Year & ought to have remained in the  
said Charles & Possession thereof but the said Luke hath since that Time en-  
tered into Possession of the said Demanded Premises without any Right  
so to do & hath dep<sup>r</sup>ived the said Charles thereof & unjustly dep<sup>r</sup>ived  
& kept him out of the same to his Damage one hundred pounds —  
The Pl<sup>ff</sup> appears by John Hooker Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> to three  
Times publicly called to come into Court makes Default of Appearance  
here — Wherefore it is considered by the Court that the said Charles do  
recover against said Luke Judgment for his Ejection of the demand  
Premises unless the said Luke shall in two months next the said Charles Fifty  
three pounds nineteen shillings Damages & costs of suit taxed at  
£ 5. 11 — — — — — Whittop Fair held at Springfield Apr 14. 1789

Ely Adm<sup>r</sup>  
Farmers  
No 17.

Abigail Ely of West Springfield in the County of Hampshire  
Gent<sup>l</sup> Administratrix of the Estate of Levi Ely late of said  
West Springfield died Pl<sup>ff</sup> vs Josiah Farnham Jun<sup>r</sup> late of  
Northampton in the County a<sup>d</sup> a<sup>d</sup> said Abigail Dep<sup>t</sup>  
in a<sup>d</sup> the of the Case for that said Josiah at said West Springfield  
on the third day of January Anno Domini One thousand eight  
& Seventy eight by his Note of hand for Value received promised  
said Levi Farnham to pay him thirty pounds on Demand  
of Josiah the which he never paid the same to the said Levi in his  
Life Time, nor to the Pl<sup>ff</sup> since his Death but brought it to the  
Damage of the said Abigail in her said Capacity Fifty three pounds —  
Which Case was commenced before Justice Ely Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> in  
and for the County and is now brought up to this Court as  
that statute provides — The Pl<sup>ff</sup> appears by John Hooker  
Gent<sup>l</sup> her Att<sup>y</sup> and the Def<sup>t</sup> to three Times publicly called to  
come into Court makes Default of Appearance here — Where-  
upon it is considered by the Court that the said Abigail do recover  
against said Josiah Three pounds four shillings & eight pence  
Damages & costs of suit taxed at £ 2. 1. 5 & there of a<sup>d</sup>  
Exp<sup>ts</sup> Feb 23. 1789



Asa White of Weymouth in the County of Hampshire Husbandman Defendant  
 vs. Dudley Wade of Springfield in the same County Physician Plaintiff  
 The Court for that S<sup>d</sup> Dudley at said Weymouth on the seventeenth Day of March 1788  
 Sworn him hundred & eighty three by his Note for Value received promised said White  
 Asa to pay him fifteen bushells & a half of good merchantable Wheat on or Wade  
 before the first day of December next after the Date of said Note to be deliver- 1788  
 ed at the S<sup>d</sup> Dudleys House if not then paid with Interest till paid, which  
 Wheat S<sup>d</sup> Joseph says was well worth the sum of five shillings by the bushell and  
 that he was ready at the Time & Place aforesaid to receive the same but said  
 Dudley the requestd has never paid the same or any way performed his  
 said promise but neglected to the Damage of said Asa Twelve pounds  
 Which Case was commenced before Wm. Pynchon Esq<sup>r</sup> Jus<sup>ts</sup> Pac<sup>i</sup> & now  
 bro't up to this Court as the Statute provides. The Plaintiff appears by  
 John Hooker Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times lawfully called  
 to come into Court makes Default of Appearance here. Wherefore  
 it is considered by the Court that said Asa do recover against said  
 Dudley six pounds one shilling & nine pence Damages & Costs of Suit  
 Taxed at £ 2. 14. 7 & thereof all. Exon<sup>d</sup> Feb. 23<sup>d</sup> 1789

Jones Dix Gent<sup>l</sup> & Abner Anderson Gent<sup>l</sup> both of Waltham in the County of Middlesex  
 vs. Peter Ball of the same Waltham Gent<sup>l</sup> & an abs-  
 conding Debtor & Reuben Hattuck of Warwick in the County of Hampshire  
 Plaintiff vs. Defendant  
 The said Plaintiff Agents & Trustees to the said Peter Def<sup>t</sup>. No 19  
 in a Plea Tresp<sup>as</sup> on the Case for that the said Peter & Co. were called to deliver  
 in said County of Hampshire on the first day of August last being  
 indebted to the Plt<sup>s</sup> in the sum of One hundred & sixty pounds for the  
 like sum of money before that Time had & received to the Use of the  
 Plt<sup>s</sup>, then & there in Consideration thereof, promised the Plt<sup>s</sup> to pay  
 them the same when on Demand. Also for that S<sup>d</sup> Peter & Co. Springfield  
 on the same first day of August being indebted to the Plt<sup>s</sup> in another  
 sum of One hundred & sixty pounds for the like sum of money before  
 that Time at the special Instance & Request of S<sup>d</sup> Peter & Co. paid  
 paid out & expended by the Plt<sup>s</sup>, then & there in Consideration thereof  
 promised the Plt<sup>s</sup> to pay them the same when on Demand. Yet said  
 Peter the other requestd the same hath not paid, but withdrawn him  
 self from this Commonwealth & concealed his Estate & Effects so that  
 neither of them or his Body can be taken or attached to the Damage of  
 said Jones & Abner Two hundred pounds. The Plt<sup>s</sup> appear  
 by Thos. Meritt Gent<sup>l</sup> their Att<sup>y</sup> and the said Reuben Agent to the S<sup>d</sup>  
 Peter likewise comes here into Court in his proper Person and being  
 sworn declares upon his said Oath that at the Time of this Service of this  
 Writ the said Peter the absconding Debtor had against him the said  
 Reuben two Notes of Hand given in the Year of our Lord 1785 by which  
 he promised to deliver said Peter & Waltham in the County of Middlesex  
 two Thousand Weight of Grap<sup>d</sup> Iron and Six Thousand eight hun-  
 dred weight of Stone hogst as near as he could recollect to be delivered as  
 aforesaid, and that the Time of payment is past and that he had no  
 other Goods Effects or Credits of S<sup>d</sup> Peter at that Time in his hands  
 Whereupon it is considered by the Court that the Plt<sup>s</sup> & the S<sup>d</sup> Peter have  
 Day here in Court untill the next Tuesday of August next



Herbert & al  
appellants  
v  
Hitcher & al  
No 20.

Honour Herbert & Elphabel Dickinson both of Deerfield in the County of Hampshire Administrators on Estate of George Herbert late of Deerfield deceased demand Deft. v. Thomas Hitcher of New Braintree in the County of Worcester Physician Appell. from the Judgment of Wm. Cobb Esq. Justice of the Peace &c in which Case the said Thomas was original. Plff and vs Honour & Elphabel Defts in a Plea of the Case for that the aforesaid George in his life time at Deerfield aforesaid on the last Day of November seventeen hundred eighty four being indebted to s<sup>d</sup> Thomas in the Sum of One pound nine shillings & nine pence as by the annexed Account appears promised to pay him that Sum on Demand with Interest and also for that s<sup>d</sup> George in his life time at s<sup>d</sup> Deerfield on the Day and Year last aforesaid in Consideration that s<sup>d</sup> Thomas before that Time at that period Instance & Request on said George sold & delivered him the several Wares & Articles & performed for him the Services mentioned in the Account annexed to the Writ for all which s<sup>d</sup> George promised to pay him so much money as the same were reasonably worth on Demand with Interest. & said Thomas says that s<sup>d</sup> Goods Articles & Services were reasonably worth One pound eleven shillings & eight pence all tho for that said George at Deerfield aforesaid on the last Day of November last aforesaid being indebted to s<sup>d</sup> Thomas four shillings & nine pence for so much money before that Time had said to and for the Use of said Thomas. he then & there promised s<sup>d</sup> Thomas to pay him s<sup>d</sup> Sum on Demand with Interest. Yet said George in his life time never paid either of the aforesaid. hence not have the said Honour & Elphabel since his Death tho often requested thereto but neglect & refuse to do it to the Damage of s<sup>d</sup> Thomas. Forty shillings. The Parties appear by their respective Attys and agree that this Case be continued to the next Term - and it is considered by the Court that they have Day here in Court until the last Tuesday of August next

Robins  
v  
Goodell  
No 21

Ephraim Robbing of Warwick in the County of Hampshire Husbandman Plff v. Joseph Goodell of the same Warwick Husbandman Deft in a Plea of the Case for that the said Goodell at said Warwick on the 26<sup>th</sup> day of February in the Year of our Lord seventeen hundred and eighty eight by his Note under his hand of that Date for Value recd. promised the Plff to pay him seventeen pounds twelve shillings & six pence L<sup>ms</sup> in six months from the Date of s<sup>d</sup> Note in neat Cattle at the Appraisal of independent Men. which s<sup>d</sup> Term the Plff avers is long since expired & that he was always ready to receive s<sup>d</sup> Cattle yet said Goodell the requested has never satisfied the same to the Damage of said Robbins Thirty pounds

The Parties appear by their Attys and agree to a Continuance of this Case - and it is considered by the Court that the said Parties have Day here in Court until the last Tuesday of August next

Smith  
v  
Wells  
No 22

Sarah Smith of Warwick in the County of Hampshire Spinster Plff v. Nicholas Wells of the same Warwick Husbandman Deft in a Plea of the Case for that that s<sup>d</sup> Wells at s<sup>d</sup> Warwick on the 14<sup>th</sup> day of February in the Year of our Lord seventeen hundred & eighty eight by his Note for Value recd. promised the Plff to pay her twelve pounds in neat Cattle to be delivered at s<sup>d</sup> Warwick on the twenty eighth day of May then next meaning with Interest & the Plff avers that she was ready at Time & Place to receive s<sup>d</sup> Cattle yet s<sup>d</sup> Wells tho often requested has never delivered said Cattle or payment of the same made



subscribing it to the Damage of said Sarah Twenty pounds, —  
The Parties appear by their Att<sup>y</sup>'s and agree to a Continuance  
of this case — And it is considered by the Court that they  
have Day here in Court untill the last Tuesday of Aug<sup>st</sup>  
next

93.

Sarah Moulton of Hampton in the County of Rockingham <sup>Moulton</sup>  
& State of New Hampshire Widow & Thomas Leavitt of Northamp<sup>al Ex<sup>r</sup></sup>  
town in said County of Rockingham Gent<sup>l</sup> Executors of the last <sup>Lynman</sup>  
Will & Testament of Jonathan Moulton Esq<sup>r</sup> late of s<sup>d</sup> Hampton N<sup>o</sup> 23.  
de<sup>d</sup> Pl<sup>ff</sup> v. Caleb Lynman of Northfield in the County of  
Hampshire Telt maker De<sup>ft</sup> in a Plea of Debt for that the  
said Jonathan then living at a Place called Ipswich in s<sup>d</sup> said  
Northfield by the Consideration of our Justices of our Supreme Judicial  
Court holden at Ipswich within & for our County of Essex on the said Tues  
day of June in the year of our Lord Seventeen hundred eighty six recovered  
Judgment against the s<sup>d</sup> Caleb for the Sum of Sixty pounds twelve shillings  
and six pence lawful Money Damage & five pounds nine shillings  
& ten pence cost. which said Judgment is still in force and in no  
part satisfied, whereupon an Action did accrue to the s<sup>d</sup> Jonathan in  
his life Time to demand & have of the s<sup>d</sup> Caleb the aforesaid Sum  
together with five shillings & six pence for two Writs of Exec<sup>u</sup>  
s<sup>d</sup> Caleb never paid the same to s<sup>d</sup> Jonathan in his life Time  
nor since the Death of s<sup>d</sup> Jonathan has he ever paid the same to the Pl<sup>ff</sup>,  
but detains it to their Damage one hundred pounds — The Parties  
appear & agree to a Continuance — And it is considered by the Court  
that they have Day here in Court untill the last Tuesday of August  
next

Aaron Whitney of Northfield in the County of Hampshire Esq<sup>r</sup> Pl<sup>ff</sup> <sup>Whitney</sup>  
v. Samuel Wire of Walpole in the County of Cheshire & State of New Ham<sup>Wire</sup>  
shire Husbandman De<sup>ft</sup> in a Plea of the Case for that s<sup>d</sup> Wire at said <sup>N<sup>o</sup> 24</sup>  
Northfield on the Day of the purchase of this Writ being justly indebted to  
the Pl<sup>ff</sup> the Sum of twenty three pounds ten shillings & nine pence according  
to the Covenant annexed, then & there in Consideration thereof promised the  
Pl<sup>ff</sup> to pay him the same Sum on Demand — Also for that s<sup>d</sup> Wire  
there afterwards on the same Day in Consideration that the Pl<sup>ff</sup> had be  
fore that Time sold & delivered him at his special Instance & Request  
undry Goods & Merchandise, then & there promised the Pl<sup>ff</sup> to pay  
him so much Money there for as the same were worth & the Pl<sup>ff</sup> says  
they were reasonably worth Twenty three pounds ten shillings & nine  
pence — Also for that s<sup>d</sup> Wire there afterwards on the same Day being  
justly indebted to the Pl<sup>ff</sup> in the Sum of Twenty three pounds ten  
shillings and nine pence for so much Money before that Time by  
the s<sup>d</sup> Wire had & rec<sup>d</sup> of the Pl<sup>ff</sup> & to the Pl<sup>ff</sup> use then & there in  
Consideration thereof promised the Pl<sup>ff</sup> to pay him the same Sum  
on Demand — Yet s<sup>d</sup> Wire the requested has never paid the same  
Sum or either of them but neglects it to the Damage of said Whit  
ney Thirty pounds — Which Case was commenced before Medad  
Purser Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and bro<sup>t</sup> up to this Court as the Statute  
directs — The Pl<sup>ff</sup> appears by John Parry Gent<sup>l</sup> his Att<sup>y</sup> & moves  
that this Case may be continued without Cost to the De<sup>ft</sup> — And  
it is considered by the Court that the said Parties have Day here in  
Court untill the last Tuesday of August next



Gill  
Dumblon  
N<sup>o</sup> 25

Silas Gill of Concord in the County of Middlesex Husbandman Plaintiff  
David Quinby of Walpole in the County of Essex Husbandman Defendant in a  
plea of the Case for that said David at Walpole viz at Northfield on the twenty  
fourth day of January in the year of our Lord seventeen hundred eighty  
eight by his Note for Value received promised the Plaintiff to pay or deliver from  
thirty two pounds worth of good Saleable Malt Cattle at the Canon price  
on Demand with Interest &c &c &c David the requested on the fifteenth  
day of October last, has not delivered said Cattle or the Value thereof in Money  
with Interest but neglects it to the Damage of said Gill Fifty pounds

This Case was commenced before Aaron Whitney Esq<sup>r</sup> Just<sup>ice</sup> of the Peace now  
brought up to this Court as the Statute directs The Parties appear agree  
to a continuance of this Case and it is considered by the Court that the  
said Parties have Day here in Court untill the last Tuesday of August next

J. Fowler  
D Fowler  
N<sup>o</sup> 26.

Silas Fowler of Southwick in the County of Hampshire Plaintiff  
David Fowler of the same Southwick Defendant in a plea of Trespass on  
the Case for that said Silas at Southwick on the nineteenth day of June  
in the year of our Lord seventeen hundred & sixty two had accounted toge  
ther with the said David of & concerning divers sums of Money before that  
Time due & owing from the said David to the said Silas upon that Account  
the said David was found in Arrear to said Silas in two pounds five  
shillings & four pence & being so found in Arrear said David in Considera  
tion thereof there afterwards the same Day faithfully promised the said Silas to  
pay him the same sum on Demand & the Interest &c &c &c also for that said David  
at Southwick on the twenty second day of August in the year of our Lord seventeen hun  
dred & eighty three was indebted to said Silas in another sum of One hundred pounds  
lawful Money for divers Works Labour & Service by said Silas for said David at his  
special Instance & Request before that Time done & performed & being so in  
debted said David afterwards the same Day in Consideration thereof faithfully  
promised said Silas to pay him the same & interest on Demand &c &c &c also for  
that said David at Southwick on the same Day & Year last aforesaid was in  
debted to said Silas in another sum of One hundred pounds for divers Goods Wares &  
Merchandise by said Silas to said David at his Request before that Time so delivered  
and being so indebted said David there afterwards the same Day in Consideration  
thereof promised said Silas to pay him the last mentioned sum & interest on Demand  
also for that said David at Southwick on the same Day & Year last aforesaid  
was indebted to said Silas in another sum of One hundred pounds for the  
hire sum of Money of the said Silas & for his Use by said David at his special Instance &  
Request before that Time had &c &c &c being so indebted the said David there afterwards  
the same Day in Consideration thereof faithfully promised the said Silas to pay  
him the same & interest when he should be thereto required &c &c &c David the  
requested hath not paid either the aforesaid sum to said Silas but neglects it to  
the Damage of said Silas One hundred pounds This Case was  
commenced before Samuel Mather Esq<sup>r</sup> Just<sup>ice</sup> of the Peace & now brought up to  
this Court as the Statute directs The Parties appear by their Att<sup>ys</sup>  
and agree to a continuance of this Case and it is considered by the  
Court that they have Day here in Court untill the last Tuesday of  
August next

Booth  
Tillotson  
N<sup>o</sup> 27

Roger Booth of Southwick in the County of Hampshire Yeoman Plaintiff  
John of Granville in the County aforesaid Yeoman Defendant in a plea of Trespass for that  
said John at Southwick aforesaid on the Evening of the eighth day of January instant  
with Force & Arms broke entered the Stable of him the said Roger in Southwick aforesaid  
and then & there took away a brown mare the Property of him the said Roger of the  
Value of thirty pounds & other Wrongs then & there did contrary to Law &c &c to the Damage  
of the said Roger Twenty five pounds &c &c &c This Case was commenced before Samuel Ma  
ther Esq<sup>r</sup> Just<sup>ice</sup> of the Peace & now brought up to this Court as the Statute requires The Parties  
appear by Samuel Mather Jun<sup>r</sup> Esq<sup>r</sup> his Att<sup>ty</sup> and the Def<sup>ts</sup> the three Times publicly



called to come into Court makes Default of Appearance here whereupon it is considered by the Court that said Roger do recover against said Abel Twenty five pounds of Unpaid Money Damages & Costs of Suit taxed at £2.4.7 & thereof

Daddy

Nathaniel Dades of Southampton in the County of Hampshire Plaintiff Abel  
Doe of Granville in the same County Defendant & Amos Clark of Northampton  
Grover Deft in aid of Abp on the Case for that I Abel & Amos at said  
Southampton on the 13<sup>th</sup> day of March last last by his Note for Value received  
promised said Nathaniel to pay him on Order Twenty pounds lawful Money  
on Demand with Interest - yet I Abel & Amos the undersd nor either of  
them have ever paid the Contents of said Note or any part thereof but neglect  
it to the Damage of said Nathaniel Twelve pounds - This Case was con-  
menced before Samuel Mather Esq. Just. C. Pac. and now brought up to this Court as  
the Statute directs - The Dfts appears by Samuel Mather Esq. his Att<sup>y</sup> & the Dfts  
the three Times publicly called to come into Court make Default of appearance here  
Wherefore it is considered by the Court that the P<sup>r</sup> Nathaniel do recover against  
the said Abel & Amos Seven pounds twelve shillings & three pence Damages &  
Costs of Suit taxed at £ 2. 8. 11 - & there of &c

John Perkins of West Springfield in the County of Hampshire Joinsan Upper Sam Perkins  
and Flower Esq. Abraham Burbanks Esq. Jesse M. Intue Esq. Gideon Molybriem  
Keeper George M. Intue Joinsan Israel Colegrove Joinsan, Thomas Smith & John Hill  
and Philip Loomis Jonathan Loomis Joseph Southwick & Joensen all of West Spring  
field in s<sup>d</sup> County Elephelt Lamb Joinsan & Noble Dewey Joinsan both of Westfield  
Defts in a Plea of Pleading on the Case for that said Defts at said West Springfield on the  
third day of April in the Year of our Lord Seventeen hundred & eighty two by their Note  
for Value rec<sup>d</sup> promised said Perkins to pay him Twenty pounds in Silver money  
in three Years from the Date of said Note with lawful Interest it being part of the  
considerations of his sons Samuel serving as a Soldier in the Army for three  
Years for a Glasp of West Springfield whereof Maj Samuel Flower was the head  
& said Perkins avers his son did enter & serve the said Term of three Years for  
said Glasp according to the Tenor of said Note Yet the Defts aforesaid have not  
paid the contents of said Note to s<sup>d</sup> Perkins or any part thereof or any way per  
formed their said Promise but neglect it to the Damage of s<sup>d</sup> John Thirty  
pounds - This case was commenced before Samuel Mather Esq. Just<sup>ice</sup>  
Paris & is now brot up to this Court as the Statute in such case made  
directs - The Plt appears by Sam<sup>l</sup> Mather Jun<sup>r</sup> Esq. his Att<sup>y</sup> & the Defts in  
their own Person, comes & moves that this case may be continued to the next  
Term - And it is considered by the Court that the s<sup>d</sup> Parties have Day here in  
Court untill the last Tuesday of August next

Samuel Roberts of Frambury in the County of Hartford & State of Conn:  
 Plaintiff vs James Whiton of Framville in the County of Hampshire  
 otherwise called Gent<sup>l</sup> Def<sup>t</sup> in a Plea of Trespass for the Case for that James at  
 Frambury Viz<sup>d</sup> at Westfield afores<sup>d</sup> on the eighth day of December in the year of our  
 Lord seventeen hundred & twenty eight by his Note for Value rec<sup>d</sup> & promised s<sup>d</sup>  
 Samuel to pay him on Demand six pounds four shillings & six pence  
 Money with Interest till paid & s<sup>d</sup> James the requested has never paid  
 the same but neglects it to the Damage of s<sup>d</sup> Samuel Twenty pounds  
 which Case was commenced before Samuel Walker Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and  
 is now bro<sup>t</sup> up to this Court as the Statute provides - The Parties appear & agree to a  
 per this Case to the judgement & Determination of Warham Parks Oliver Phelps & Isaac  
 Coit Esq<sup>rs</sup> the Award of them or any two of them to be final to be returned into this Court  
 Judgment to be made up & Exec<sup>d</sup> accordingly, which s<sup>d</sup> Agreement is made a  
 Rule of this Court in this Case, & it is recorded by the Court that the s<sup>d</sup> Parties  
 have Day here in Court next till the last Tuesday of August next



Clap  
Rose  
No 31.

Perez Clap of Southampton in the County of Hampshire Sheriff & Deputy  
Sheriff under Clerk & Peter Esq. Sheriff of the same County Plffs. Daniel  
Roxburgh of Granville in the same County Defendant Plea of  
Trespass on the Case for that whereas s<sup>r</sup> Perez at Southwick in s<sup>d</sup> County of  
Hampshire on the twenty first day of October last past was possessed of  
two Cows & one Horse of the Value of Twenty five pounds as of his  
own proper Goods & Chattels, & being so possessed the s<sup>d</sup> Perez s<sup>d</sup> Cows and  
Horse out of his hands & Possession & actually lost which s<sup>d</sup> Cows & Horse  
afterwards viz<sup>t</sup> the 25<sup>th</sup> day of the same October at Southwick aforesaid  
into the hands & Possession of the said Daniel by finding come yet s<sup>d</sup> Daniel  
knowing the Cows & Horse aforesaid to be the Cows & Horse of s<sup>d</sup> Perez and  
contriving & fraudulently intending the s<sup>d</sup> Perez of the s<sup>d</sup> Cows & Horse unjustly  
& subtilly to deceive & defraud altho often thereto requested hath not yet  
delivered the s<sup>d</sup> Cows & Horse to s<sup>d</sup> Perez but the same afterwards viz<sup>t</sup> the Day  
& Year last aforesaid at Southwick aforesaid to his own use converted &  
disposed to the Damage of s<sup>d</sup> Perez Twenty pounds - Which Case was  
commenced before Samuel Mather Esq. Just. Pac. & is now brought up  
to this Court as the Statute provides - The Plff appears by Samuel  
Mather Jun<sup>r</sup> Esq. his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called  
to come into Court makes Default of Appearance here - Wherefore  
it is considered by the Court that s<sup>d</sup> Perez do move against said  
Daniel Twenty pounds lawful Money Damages & Costs of which Taxes  
at £ 2. 3. 7 & there of &c

Ex<sup>hib</sup> Mar 26. 1789

Fowler  
Drake  
No 32.

Bildad Fowler of Westfield in the County of Hampshire Plaintiff  
Plffs. Moses Drake of the same Westfield Defendant Plea of Tres-  
pass on the Case for that s<sup>d</sup> Moses at s<sup>d</sup> Westfield on the Day of the Date of  
this Writ was justly indebted to s<sup>d</sup> Bildad in twelve pounds lawful  
Money to ball<sup>ance</sup> book accounts & being so indebted s<sup>d</sup> Moses then & there  
in Consideration thereof promised s<sup>d</sup> Bildad to pay him the same  
Sum on Demand & the Interest Yet said Moses the often requested has  
never paid the same but neglects it to the Damage of s<sup>d</sup> Bildad fifteen  
pounds - Which Case was commenced before Samuel Mather Esq. Just. Pac.  
and is now brought to this Court as the Statute directs The Parties appear by  
their Att<sup>y</sup> and agree to a Continuance of this Case and it is considered by  
the Court that they have Day here in Court untill the last Tuesday of May  
next

Henry  
Stanhatt  
No 33

Robert Henry of Stamford in the County of Hampshire Plaintiff  
Plffs. Moses Stanhatt of Westfield in the same County Defendant Plea of  
Trespass on the Case for that s<sup>d</sup> Moses on the 28<sup>th</sup> day of June last past  
by his Note for Value rec<sup>d</sup>. promised one Ebenezer Stanhatt Jun<sup>r</sup> to pay him  
or Order Four pounds sixteen shillings & four pence on Demand with interest  
afterwards the same Day the s<sup>d</sup> Note then being duly & cur paid s<sup>d</sup> Ebenezer by his  
Indorsement thereon ordered the Contents thereof to be paid to the Plff for Value  
received, of which s<sup>d</sup> Moses then afterwards the same Day had Notice and  
thereby became chargeable & in Consideration thereof promised the Plff to pay  
him the Contents of the same Note according to the Tenor thereof - Yet said  
Moses the requested has not paid the same but neglects it to the Damage of  
said Robert Ten pounds - Which Case was commenced before Samuel  
Mather Esq. Just. Pac. & is now brought to this Court as the Statute directs The  
Plff appears by Samuel Mather Jun<sup>r</sup> Esq. his Att<sup>y</sup> and the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of Appearance here - Wherefore  
it is considered by the Court that the s<sup>d</sup> Robert do move against s<sup>d</sup> Moses  
Four pounds sixteen shillings & four pence Damages & Costs of which Taxes  
at £ 2. 8. 9 & there of &c

Ex<sup>hib</sup> Mar 3. 1789



Thomas Edwards of Boston in the County of Suffolk Esq. Plaintiff Edward Walker of Westfield in the County of Hampshire Esq. Defendant in a Plea of Trespass Edward Esq. on the Case for that s<sup>d</sup> Edward at Boston viz at Westfield aforesaid on the twenty ninth day of September in the Year of our Lord Seventeen hundred & eighty four by his Note ~~for that~~ Date acknowledged that he had borrowed received of the s<sup>d</sup> Thomas three Treasurers or State Notes as follows one Dated Jan 1. 1782 for £18. 7. 7 payable Jan<sup>y</sup> 1786 two Years Interest paid, one Dated Jan<sup>y</sup> 1. 1782 for £9. 7. 9 payable Jan<sup>y</sup> 1786 two Years Interest paid, one Dated the same Day & Year the last aforesaid Note was dated for £8. 8. 7 payable Jan<sup>y</sup> 1786 no Interest paid, amounting in the whole to the sum of thirty six pounds three shillings and eleven pence those or similar Notes to like amount both principal & Interest the said Edward promised to pay on Demand & s<sup>d</sup> Edward the often requested has never paid the same but neglects it to the Damage of s<sup>d</sup> Thomas thirty pounds. The Pl<sup>ff</sup> appears by Samuel Mathew Esq. his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that s<sup>d</sup> Thomas do recover against said Edward fifteen pounds seven shillings & three pence lawful Money Damages & Costs of Suit taxed at £4. 19. 3 & the of d<sup>e</sup> Ex<sup>or</sup> n<sup>o</sup> Feb 24. 1789

Simon Learned of Pittsfield in the County of Berkshire Esq. Plaintiff Edward Wal Learned Esq. Defendant in a Plea of Trespass on the Case for that s<sup>d</sup> Edward at Cantonment viz at Westfield aforesaid on the first day of June in the Year of our Lord Seventeen hundred eighty three by his Note for Value received promised s<sup>d</sup> Simon to pay him thirteen Dollars in specie (meaning to pay three pounds eighteen shillings lawful silver money with Interest) on Demand & s<sup>d</sup> Edward the requested hath not paid the same but neglects it to the Damage of said Simon seven pounds. This Case was commenced before David Morley Esq. Chief Just<sup>ice</sup> & now brought up to this Court as the Statute provides. The Pl<sup>ff</sup> appears by Samuel Mathew Esq. his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that s<sup>d</sup> Simon do recover against s<sup>d</sup> Edward three pounds eighteen shillings lawful Money Damages & Costs of Suit taxed at £2. 18. 11 & the of d<sup>e</sup> Ex<sup>or</sup> n<sup>o</sup> Feb 24. 1789

Thomas Willam of Westfield in the County of Hampshire Yeoman Plaintiff John Willam Weller of the same Westfield Yeoman Def<sup>t</sup> in a Plea of Trespass on the Case for that whereas on the six<sup>th</sup> day of January Instant at Westfield aforesaid the s<sup>d</sup> Thomas then Weller and ever since being Constable of the same Westfield then & there by Virtue of an Execution in his Hands in Favour of one William Fegock against one Aaron Weller attached a parcel of Tools containing a Comphat Set of Joiners Tools one Weavers Loom one Gaster Hal one Case of Drawers & all the Hay of the said Aaron then being in his Barn one drawing Thimble one Iron holdfast of the Value of twenty pounds and the s<sup>d</sup> John then & there gave him Receipt to s<sup>d</sup> Thomas acknowledging his Receipt of s<sup>d</sup> articles & then & there promised to deliver s<sup>d</sup> articles to s<sup>d</sup> Thomas on the twentieth Instant which were by s<sup>d</sup> Thomas advertised to be sold at public Sale to satisfy said Execution according to Law. Yet s<sup>d</sup> John the often requested hath not delivered s<sup>d</sup> articles to s<sup>d</sup> Thomas but neglects & refuses to do it to the Damage of s<sup>d</sup> Thomas twenty pounds. Wills Case was commenced before Samuel Mathew Esq. Chief Just<sup>ice</sup> and is now brought up to this Court as the Statute provides.

The Pl<sup>ff</sup> appears by Samuel Mathew Esq. his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the s<sup>d</sup> Thomas do recover against the said John twenty pounds lawful Money Damages & Costs of Suit taxed at £2. 2. 11 & the of d<sup>e</sup> Ex<sup>or</sup> n<sup>o</sup> Feb 26. 1789

Timothy Mather of Northampton in the County of Hampshire Yeoman Plaintiff Christopher Panister of Goshen in the same County Esq. Def<sup>t</sup> in a Plea of Trespass on the Case for that s<sup>d</sup> Christopher at Goshen on the third day of January Panister 1789 by his Note for Value received promised s<sup>d</sup> Timothy to pay him or Order one hundred & twenty six pounds five shillings & nine pence lawful silver



Money on Demand with Interest till paid. yet s<sup>r</sup> Christopher the requested has never paid the same but neglects it to the Damage of said Timothy one hundred & fifty pounds. This Case was commenced before Benner Hunt Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> and is now bro<sup>t</sup> up to this Court as the Statute provides. The Pl<sup>t</sup> appears by s<sup>r</sup> Nath<sup>r</sup> Jun<sup>r</sup> Esq<sup>r</sup> his Att<sup>r</sup> and the Deft<sup>r</sup> the three Times publicly called to come into Court makes Default of appearance here, after which the Pl<sup>t</sup> agrees that this Case may be continued to the next Term provided Judgment be then final, where the Deft<sup>r</sup> by his Att<sup>r</sup> who now comes into Court consents. And it is considered that this Case be continued for Judgment to the next Term then to be final.

Bridgman  
att. for  
Wade  
No 38

Martha Bridgman of Boston in the County of Suffolk Widow Administratrix on Estate of James Bridgman late of Boston in the County of Suffolk Esq<sup>r</sup> dec<sup>d</sup> Pl<sup>t</sup> vs Dudley Wade of Springfield in the County of Hampshire Physician Deft<sup>r</sup> Plea of Debt for that whereas s<sup>r</sup> Martha in her Capacity as Administratrix by the Consideration of Timothy Danielson Esq<sup>r</sup> one of the Justices of the Peace in for the County of Hampshire at a Court holden on the Second Day of July Anno Dom<sup>i</sup> 1787. recovered Judgment against the s<sup>d</sup> Dudley for the sum of nineteen pounds ten shillings & seven pence law, & Money Damages & one pound seven shillings & ten pence Costs of Suit, which Judgment still remains in full Force not reversed annulled or satisfied & s<sup>d</sup> Wade has not been paid out thereon wherefore Action accrues to the Pl<sup>t</sup> to demand & have of the s<sup>d</sup> Dudley the sum aforesaid amounting to the sum of twenty one pounds six shillings & five pence & Interest. Yet said Dudley the s<sup>d</sup> requested has not paid the same but neglects it to the Damage of s<sup>r</sup> Martha Thirty pounds.

The Pl<sup>t</sup> appears by s<sup>r</sup> Peter Morgan Esq<sup>r</sup> his Att<sup>r</sup> and the Deft<sup>r</sup> the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the s<sup>r</sup> Martha do recover against the said Dudley Twenty three pounds six shillings & seven pence Debt & Costs of Suit taxed at 4s 6d & 1s 6d. Ex<sup>pt</sup> Mar 2. 1789

Bates  
vs  
Sanderson  
No 39

Lemuel Bates of Brimfield in the County of Hampshire Husbandman Pl<sup>t</sup> vs Charity Sanderson of Cambridge in the County of Middlesex Widow Adm<sup>r</sup> on the Estate of Henry Sanderson late of Cambridge dec<sup>d</sup> Deft<sup>r</sup> in a Plea of Trespass on the Case for that s<sup>r</sup> Henry at Cambridge Viz at Brimfield aforesaid in his Life Time on the twenty sixth day of October in the Year of our Lord Seventeen hundred & eighty two was justly indebted to the s<sup>r</sup> Lemuel in the sum of Eight pounds nine shillings according to Acc<sup>t</sup> annexed to the Writ and being so indebted undertook & promised s<sup>r</sup> Lemuel to pay him s<sup>d</sup> sum on Demand. Also for that s<sup>r</sup> Henry at said Brimfield afterwards on the same 26<sup>th</sup> day of October afores<sup>d</sup> in Consideration that s<sup>r</sup> Lemuel had before that Time at the Request of s<sup>r</sup> Henry sold & delivered to him s<sup>r</sup> Henry one other Yoke of s<sup>d</sup> Oxen, s<sup>r</sup> Henry promised s<sup>r</sup> Lemuel to pay him therefor so much Money on Demand as s<sup>d</sup> Oxen were reasonably worth & s<sup>r</sup> Lemuel says that s<sup>d</sup> Oxen were reasonably one other than of twenty one pounds nine shillings of which s<sup>r</sup> Henry on the same Day had Notice. Yet s<sup>r</sup> Henry the s<sup>d</sup> requested hath not paid but thirteen pounds ten shillings & six pence of s<sup>d</sup> sum. The Remainder of s<sup>d</sup> sum s<sup>r</sup> Henry hath not paid nor hath said Charity the requested since s<sup>r</sup> Henry's Demand ever paid the same but neglects it to the Damage of s<sup>r</sup> Lemuel Sixteen pounds. This Case was commenced before Wm Scott Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> and is now bro<sup>t</sup> up to this Court as the Statute provides. The Pl<sup>t</sup> appears by s<sup>r</sup> Peter Morgan Esq<sup>r</sup> his Att<sup>r</sup> and the Deft<sup>r</sup> likewise comes & moves that this Case may be continued to the next Term. And it is considered by the Court that the s<sup>r</sup> Parties have Day here in Court untill the last Tuesday of August next.



Erasmus Babbitt of Starbridge in the County of Worcester Physician. 96  
Plff vs. John Haw Gubb and Aaron Cadwell Gent<sup>l</sup> both of Wiltshire in the Babbitt  
County of Hampshire, Deft in a Plea of Debt for that whereas s<sup>d</sup> Erasmus by the Haw & al  
consideration of the order of the Supreme Judicial Court held at Wollington  
within & for the County of Hampshire on the 9<sup>th</sup> day of April Anno Domini seven No 40  
hundred & eighty seven recovered Judgment against the s<sup>d</sup> John and  
Aaron for the sum of Eleven pounds thirteen shillings & six pence Damages &  
Costs of Suit taxed at Four pounds twelve shillings & six pence, which Judg  
ment remains in full force not reversed annulled or satisfied, whereby  
an action accrues to s<sup>d</sup> Erasmus to demand & have of the s<sup>d</sup> John & Aaron  
the sum aforesaid amounting to Sixteen pounds six shillings & two  
pence & interest for the same - Yet s<sup>d</sup> John & Aaron the s<sup>d</sup> Parties  
have not paid the same but neglect it to the Damage of said  
Erasmus Twenty pounds - Which Case was commenced before Wm  
Holt Esq<sup>r</sup> J<sup>st</sup> of the s<sup>d</sup> Court and is now brought up to this Court as the Stat  
ute in such Case made direct. The Parties appear by  
their Att<sup>y</sup> and agree that this Case be continued to the next Term and  
that Judgment be then given. Wherefore it is considered by the  
Court that they accordingly have Day here in Court until the  
last Tuesday of August next.

Simon Rogers of Brimfield in the County of Hampshire Husbandman. Rogers  
Plff vs. Elisha Underwood of the same Brimfield Husbandman Deft in a Plea Underwood  
of the Case for that Elisha at s<sup>d</sup> Brimfield on the tenth day of December in the No 41  
Year of our Lord seventeen hundred & eighty seven by his Note for Value  
received one Thomas Underwood to pay him or Order twenty pounds Silver  
Money within three months from the date of s<sup>d</sup> Note with interest, said Thomas  
thereafterwards on the same Day by his Indorsement on said Note order'd  
the Contents to be paid to the Plff whom s<sup>d</sup> Elisha had Notice became chargea  
ble & then & there in Consideration thereof promised the Plff to pay him the  
same accordingly - Yet said Elisha the requested has never paid the  
same but neglects it to the Damage of said Simon Twenty pounds  
This Case was commenced before Wm Holt Esq<sup>r</sup> J<sup>st</sup> of the s<sup>d</sup> Court and is now  
brought up to this Court as the Statute provides. The Parties appear by their  
Att<sup>y</sup> and agree to a Continuance of this Case - And it is considered  
by the Court that they have Day here in Court until the last Tuesday  
of August next.

Elijah Darling of Palmer in the County of Hampshire Husbandman. Darling  
Plff vs. Joseph Palmer of the same Palmer Husbandman Deft in a Plea of Trespass Palmer  
on the Case for that s<sup>d</sup> Joseph at s<sup>d</sup> Palmer on the first day of December last  
in Consideration that s<sup>d</sup> Elijah had before that Time sold & delivered to him six No 42  
Joseph at his Request one thousand Feet of Pine Boards & one hundred pounds  
of Pork s<sup>d</sup> Joseph undertook & then & there partly paid & promised s<sup>d</sup> Elijah  
to pay him the for our Demand so much Money as s<sup>d</sup> Boards & Pork  
were reasonably worth, s<sup>d</sup> Elijah saith s<sup>d</sup> Boards & Pork were reasonably  
worth six pounds one shilling & ten pence, of which he afterwards the same  
Day gave Notice to s<sup>d</sup> Joseph in Writ for that s<sup>d</sup> Joseph afterwards on the  
same first day of December aforesaid at s<sup>d</sup> Palmer aforesaid was justly  
indebted to s<sup>d</sup> Elijah in another sum of six pounds one shilling & ten pence  
for so much Money by s<sup>d</sup> Joseph had said at s<sup>d</sup> Joseph's Request to s<sup>d</sup> Elijah  
of s<sup>d</sup> Elijah, & being so indebted s<sup>d</sup> Joseph undertook & promised s<sup>d</sup> Elijah to  
pay him s<sup>d</sup> sum last mentioned on Demand - Yet s<sup>d</sup> Joseph the requested  
has not paid either of s<sup>d</sup> sums but neglects it to the Damage of s<sup>d</sup> Elijah  
Ten pounds - The Parties appear & agree to refer this Case to the Judgment  
& Determination of s<sup>d</sup> Elijah Dwight, J<sup>st</sup> Esq<sup>r</sup>, Howard & Nathan Parsons the  
Award of them or any two of them to be final to be returned into  
this Court Judgment to be made up & execution of accordingly -  
Whereupon it is considered by the Court that the Agreement aforesaid  
of the s<sup>d</sup> Parties be a Rule of this Court in this Case, and that they  
have Day here in Court until the last Tuesday of August next.



Parks Esq<sup>r</sup>  
as  
Barlow & al  
N<sup>o</sup> 43 — Warham Parks Esq<sup>r</sup> of Westfield in the County of Hampshire Administrator  
on the Estate of Elisha Parks late Esq<sup>r</sup> Westfield Esq<sup>r</sup> dec<sup>d</sup>. Plffs Edmund & Bar  
low & al low Gent<sup>l</sup> & Thomas Gilleb Esq<sup>r</sup> Jeoman & Zadok Gilleb Taylor all of Gran  
ville in the County & forsaid Deft in a Plea of Ejectment wherein said  
Warham demands against P<sup>r</sup> Edmond & Thomas a certain Tract of Land  
lying in P<sup>r</sup> Granville containing about thirty Aers bounding Easton Land  
lately Ebraim Munro's South on Land lately Jonathan Rivers West on the  
high Way North on the Country Road together with the appurtenances where  
upon said Warham says that John Truikland of Granville a for<sup>r</sup>  
Jeoman at said Granville on the eighteenth day of May in the Year of  
our Lord seventeen hundred & seventy two being seized in Fee sim  
ple of the demanded premises with the appurtenances by his Deed of  
Mortgage under his hand & Seal by him well executed & in Court  
ready to be produced in Consideration of Forty pounds lawful Mo  
ney paid him by P<sup>r</sup> Elisha in his Life Time bargained sold & conveyed  
the demanded Premises with the appurtenances to him the P<sup>r</sup> Elisha his  
Heirs & Assigns forever in fee simple subject however to the following Condition  
that if the P<sup>r</sup> John his Heirs Executors Administrators or Assigns should  
well & truly pay to P<sup>r</sup> Elisha his Executors or Administrators such Sums  
of Money as should be due to P<sup>r</sup> Elisha by Virtue of one certain Bond  
by said John well executed conditioned for the payment of Forty pounds  
Four shillings & five pence lawful Money with lawful Interest on or be  
fore the first day of May Anno Domini seventeen hundred & twenty five  
and if P<sup>r</sup> John should pay to P<sup>r</sup> Elisha the same within P<sup>r</sup> Ten then P<sup>r</sup>  
Deed should be void otherwise remain in full Force, said Warham  
says P<sup>r</sup> John never paid P<sup>r</sup> Elisha in his Life Time or said Warham  
sues the Deans of P<sup>r</sup> Elisha the same Sums or any part of them by  
Force whereof P<sup>r</sup> Elisha became seized of the demanded Premises in  
his Demise as of Fee & Right & ought still to have holden the same  
nevertheless P<sup>r</sup> Thomas Zadok & Edmond in the Life Time of P<sup>r</sup> Elisha  
within the Term of twenty Years now last past unjustly entered into the  
same and dispossessed said Elisha thereof & held him out during his  
Life Time & said Warham says he of Right ought to have Possession of  
the Premises to administer upon the Estate of P<sup>r</sup> Elisha according to Law  
But P<sup>r</sup> Edmond Thomas & Zadok unjustly dispossessed him & still unjustly  
hold him out therefrom to his Damage Eighty pounds

The Plff appears by Moses Bliff Esq<sup>r</sup> his Att<sup>r</sup> and the Deft the three  
Prims publicly called to come into Court make Default of Appearance  
here Wherefore it is considered by the Court that P<sup>r</sup> Warham do recov  
er against the said Edmond Thomas & Zadok Judgment for his Posses  
sion of the demanded Premises and thereof he may have his Writ  
unless y<sup>t</sup> P<sup>r</sup> Deft shall in two Months pay to P<sup>r</sup> Warham Forty one  
pounds sixteen shillings & six pence with a Cost of Suit taxed at  
L<sup>ts</sup> 12<sup>s</sup> 3<sup>d</sup> — Writ of Bar<sup>r</sup> hab<sup>r</sup> P<sup>r</sup> Deft<sup>r</sup> 22<sup>d</sup> May 22<sup>d</sup> 1789

Watson  
Burch  
N<sup>o</sup> 44 John Watson of Southampton in the County of Hampshire & State of Connecticut  
Merch<sup>t</sup> Plffs Oliver Burch of Long Meadow in the County of Hampshire South<sup>r</sup>  
Deft in a Plea of the Case for that P<sup>r</sup> Oliver at Springfield on the 15<sup>th</sup>  
Day of December Anno Domini seventeen hundred & eighty five by his Note  
for Value rec<sup>d</sup> promised the Plff to pay him nine pounds five shillings  
lawful Money on the twenty fifth day of December with the lawful Interest  
Also for that P<sup>r</sup> Oliver then on the first day of August in the Year of our Lord  
seventeen hundred & eighty six by his other Note for Value rec<sup>d</sup> promised  
said John to pay him four pounds eighteen shillings lawful silver  
Money the first day of January then next with lawful Interest Also  
for that P<sup>r</sup> Oliver then & there was justly indebted to P<sup>r</sup> John in the Sum of  
three shillings & eight pence to balance book accounts for Good wares and



much and he sold & delivered him at his Request & in consideration thereof 3<sup>d</sup> Oliver then & there promised to pay him the same Sum on Demand yet Oliver the requested has never performed either his promise but neglects it to the Damage of 3<sup>d</sup> John Ten pounds - This Case was commenced before Major Bliff Esq. Just. Pac. and is now brot up to this Court by 3<sup>d</sup> Moses Atty to the Plff as the Statute in such Case made provides - The Plff appears by his 3<sup>d</sup> Atty and the Deft the three Times publicly called to come into Court makes Default of Appearance here & wherefore it is considered by the Court that 3<sup>d</sup> John do recover against said Oliver seven pounds seventeen shillings & three pence Lawful Money Damages & Costs of which taxed at £2. 2s. 9d. thereof &c. Feb. 23. 1789

Timothy Palmer of Suffield in the County of Hartford & State of Connecticut Yeoman Plff vs Seth Woodworth of Granville in the County of Hampshire Yeoman Deft in a Plea of the Case for that said Seth at Suffield on the 1<sup>st</sup> day of June in the Year of our Lord seventeen hundred eighty six by his Note for Value recd promised 3<sup>d</sup> Timothy to pay him fifty pounds five shillings & four pence lawful Money in two instalments from the Date with the lawful Interest till paid yet 3<sup>d</sup> Seth the requested has not paid the same but neglects it to the Damage of said Timothy Thirty pounds - This Case was commenced before Major Bliff Esq. Just. Pac. & is now brot up to this Court as the Statute provides - The Parties appear and agree to a Continuance - And it is considered by the Court that they have Day here in Court until the next Tuesday of Aug next

John Paulk of Somers in the County of Tolland & State of Connecticut Yeoman Paulk & Abigail his Wife lately Abigail Moody Plff vs Aaron Dickinson of Amherst in the County of Hampshire Gent. Deft in a Plea of the Case for that Aaron at said Amherst on the third day of October Anno Domini seventeen hundred eighty six by his Note for Value recd promised 3<sup>d</sup> Abigail then sole & unmarried by the Name of Abigail Moody to pay her Thirty nine pounds eleven shillings & nine pence lawful Money with the interest yet Aaron the often requested hath not paid 3<sup>d</sup> Abigail while sole or 3<sup>d</sup> John & Abigail since their Intermarriage but neglects it to the Damage of 3<sup>d</sup> John & Abigail Forty pounds - This Case was commenced before Major Bliff Esq. Just. Pac. and is now brot up to this Court as the Statute in such Case provides - The Plff appears by the aforesaid Justice now their Atty & the Deft the three Times publicly called to come into Court makes Default of Appearance here wherefore it is considered by the Court that 3<sup>d</sup> John & Abigail do recover against 3<sup>d</sup> Aaron Thirty three pounds three shillings Lawful Money Damages & Costs of which taxed at £2. 6s. 2d. thereof &c. Feb. 23. 1789

Joseph Lothrop of West Springfield in the County of Hampshire Clerk and Elizabeth Doughty of Springfield in y<sup>e</sup> same County Gentlewoman surviving Guardians of the Children of Josiah Doughty Esq. dec'd Plff vs Jonathan Purchase of West Springfield aforesaid Yeoman Administrator on Estate of Jonathan Purchase late of West Springfield deceased Intestate Deft in a Plea of the Case for that whereas said Jonathan Purchase now deceased in his Life Time at 3<sup>d</sup> Springfield on the twenty second Day of January in the Year of our Lord seventeen hundred & seventy two by his Note of that Date for Value received promised the Plff & one Charles Spurgeon then alive & since deceased to pay them or Order Fifty eight pounds five shillings & three pence three partsing Lawful Money on Demand with Interest yet said Jonathan deceased in his Life Time never paid the same or any part thereof to the Plff & said Charles in his Life Time or to the Plff or either of them since 3<sup>d</sup> Charles's Decease nor hath said Jonathan Admr. as aforesaid since his Intestate Decease ever paid the same to either the Plff aforesaid but neglects it to the Damage of 3<sup>d</sup> Joseph & Elizabeth One hundred & thirty pounds - This Case was commenced before Major Bliff Esq. Just. Pac. and is now brot up to this Court as the Statute in such Case provided directs - The Plff appears by the



Justice aforesaid now their Att<sup>y</sup> and the Deft also comes & moves that this Case may be continued to the next Term, and it is considered by the Court that the 3<sup>d</sup> Parties have Day here in Court until the last Tuesday of August next

Stambol  
Morgan  
No 48  
Thomas Hunt of Glastenbury Yeoman & Solomon Buckley of West Springfield Yeoman both in the County of Hartford & State of Connecticut Plaintiffs vs Titus Morgan Yeoman & Phoebe Pannoy Yeoman both of West Springfield in the County of Hampshire Defts in a Plea of the Case for that Titus & Phoebe at 5<sup>th</sup> West Springfield on the Tenth day of June in the Year of our Lord Seventeen hundred & eighty four by their Note for Value rec<sup>d</sup> promised said Thomas & Solomon to pay them fifteen thousand five hundred & twenty five pecks of good merchantable white pine Boards at or before the first day of November then next to be delivered at Emberton Ferry at the Foot of Had by Falls so called & the Plffs say they were ready at the Time & Place of Delivery to receive said Boards & that the same Boards were then & there well worth thirty shillings by the thousand Yet Titus & Phoebe or either of them have not though requested ever performed their said Promise to the Plffs but neglect it to the Damage of s<sup>d</sup> Thomas & Solomon thirteen pounds - Which Case was commenced before Moses Ship Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>et</sup> & is now brought up to this Court as the Statute in such Case provided directs - The Plff appears by the s<sup>d</sup> Justice their Att<sup>y</sup> and the s<sup>d</sup> Titus one of the Defts & on whom only Service was made, being now three Times publicly called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the s<sup>d</sup> Thomas & Solomon do recover against the said Titus & Phoebe pounds fifteen shillings & six pence Lawful Money Damages & Costs of Suit taxed at £ 2. 1. 8 & there of &c. Given at Feb. 23<sup>rd</sup> 1789

Sanctorville  
Palmer  
No 49  
Israel Sanctor of West Springfield in the County of Hampshire Yeoman Plff vs Gad Palmer of Westfield Yeoman & William Leonard of West Springfield Yeoman both in the County of Hampshire Defts in a Plea of the Case for that s<sup>d</sup> Gad & William at 5<sup>th</sup> West Springfield on the first day of May in the Year of our Lord Seventeen hundred & eighty four by their Note for Value rec<sup>d</sup> promised s<sup>d</sup> Israel to pay him or Order twelve pounds fourteen shillings & six pence Lawful Silver money on Demand with the lawful Interest for the same till paid yet s<sup>d</sup> Gad & William or either of them the requested have never paid the same but neglect it to the Damage of said Israel Twenty pounds - Which Case was commenced before Moses Ship Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>et</sup> & is now brought up to this Court as the Statute in such Case provided directs - The Plff now appears by the aforesaid Justice now his Att<sup>y</sup> and the s<sup>d</sup> Gad & William the three Times publicly called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that s<sup>d</sup> Israel do recover against said Gad & William Pound ten pounds one shilling & six pence Lawful Money Damages & Costs of Suit taxed at £ 1. 6. 8 & there of &c. Given at Feb. 23<sup>rd</sup> 1789

Lyman  
Trask  
No 50  
Samuel Lyman of Springfield in the County of Hampshire Administrator on Estate of Charles Lyman of s<sup>d</sup> Springfield Esq<sup>r</sup> deceased s<sup>r</sup> vs s<sup>d</sup> Capt<sup>ain</sup> Rufus Trask of Palmer in the same County Yeoman Deputy Sheriff under Bishop Porter Esq<sup>r</sup> Sheriff of the s<sup>d</sup> County Deft. in a Plea of the Case for that s<sup>d</sup> Rufus at s<sup>d</sup> Springfield on the fifth day of September in the Year of our Lord Seventeen hundred & eighty by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Charles then alive but since deceased to pay him two hundred ninety one bushells & three pecks of good merchantable Wheat or the Value thereof in Money the third part thereof to be paid within two Years from that Day, one third part thereof to be paid within three Years & the Residue within four Years from the Date aforesaid with Interest to be paid yearly in Arrear & Samuel say s<sup>d</sup> Charles was ready at the Time & Place of Delivery to receive the payment first aforesaid & Samuel has since the Death of s<sup>d</sup> Charles been likewise ready



to receive the other payments above mentioned at the Time & Place of Delivery & the said Samuel says that the Wheat was worth at the Time & Place of Delivery a said six shillings by the Bushell yet Rufus the requested never delivered 5 Wheat to said Charles during his Life or s<sup>d</sup> Samuel since his Decease but negl<sup>t</sup> it to the Damage of s<sup>d</sup> Samuel Forty five pounds - This case was commenced before Moses Bl<sup>ch</sup> Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brot up to this Court as the Statute in such Case made provides - The Pl<sup>ff</sup> appears by the Justice of the Peace now his Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the s<sup>d</sup> Samuel do recover against said Rufus Twenty eight pounds three shillings eight pence Law<sup>ful</sup> Money Damages & Costs of suit taxed at £ 11. 5. 0 & there of &c

Given up Feb. 23<sup>rd</sup> 1789

William Butler of Northampton in the County of Northampton Printer Pl<sup>ff</sup> Butler v Caleb Hammond of Belchinstor over in the same County Merchant Deft<sup>y</sup> as Sheriff under Elisha Porter Esq<sup>r</sup> Sheriff of s<sup>d</sup> County Deft<sup>y</sup> in a Plea of Hammur Trespas on the Case for that s<sup>d</sup> Caleb of Northampton aforesaid on the 1<sup>st</sup> 5<sup>th</sup> 19<sup>th</sup> day of April last past by his Note of that Date for Value rec<sup>d</sup> promised s<sup>d</sup> William to pay him Eleven pounds five shillings Law<sup>ful</sup> Money on Demand with Interest yet s<sup>d</sup> Caleb the requested has never paid the same but negl<sup>t</sup> to do it to the Damage of said William thirty four pounds - This case was commenced before Caleb Strong Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brot up to this Court as the Statute in such Case made provides - The Pl<sup>ff</sup> appears by Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that s<sup>d</sup> William do recover against s<sup>d</sup> Caleb Eleven pounds seven shillings & three pence Law<sup>ful</sup> Money Damages & Costs of suit taxed at £ 15. 11. 0 & there of &c

Given up Apr 29<sup>th</sup> 1789

John May of Boston in the County of Suffolk Esq<sup>r</sup> Pl<sup>ff</sup> v Amariah Dana of Amherst in the County of Hampshire Yeoman otherw<sup>e</sup> called Gent<sup>l</sup> Deft<sup>y</sup> in a Plea of Ejectment wherein he demands against s<sup>d</sup> Amariah Dana the Possession of Eighty four Acres one half an Acre of land lying in Am<sup>r</sup> N<sup>o</sup> 52<sup>nd</sup> Parish aforesaid bounded on the South partly by the Mill River partly by land of Joseph Eastman North by land of Reuben Ingram East & West on original Highways, beginning at a Chestnut Tree on the northerly bank of s<sup>d</sup> River marked thus & from whence it runs West to s<sup>d</sup> original high Way thence North 109 rods & 7 Feet to a white Oak stump thence East 160 rods to a gray oak Tree marked as above with G S thence South to a Pulton wood Tree marked thus & standing by the Mill River thence by s<sup>d</sup> Mill River to the first mentioned Bounds & with that s<sup>d</sup> Amariah being lawfully seized & possessed of s<sup>d</sup> demanded Premises with the appurtenances in his Demesne as of Fee by his Deed duly executed on the 13<sup>th</sup> day of October in the Year of our Lord seventeen hundred & twenty four acknowledged & registered in Court to be produced for a good Consideration bargained sold & conveyed the s<sup>d</sup> demanded Premises to s<sup>d</sup> John to hold to him his Heirs & assigns forever in Fee simple by Force of which Deed the same John thereupon became instantly seized of s<sup>d</sup> demanded Premises & appurtenances in his Demesne as of Fee having the Profits thereof to the Value of five pounds by the Year & ought to have remained in the said John & his Heirs but said Amariah hath since that Time entered into Possession of said demanded Premises without any Right so to do & hath dispossessed said John thereof & still unjustly deforced & holdeth him out of the same to his Damage one hundred pounds - The Pl<sup>ff</sup> appears by Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that said John do recover against s<sup>d</sup> Amariah Judgment



for his Surin & Satisfaction of the demanded promise and thereof he may have  
his Writ under the said Amariah shall within two months pay to P.  
Then Eighty six pounds four shillings Damages & Costs of such taxed at  
three pounds four shillings & nine pence - After all which the said  
Amariah by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> comes here into Court appeals  
from the Judgment of this Court to the Supreme Judicial Court to be  
holden at W<sup>th</sup>ampton in & for the County of Hampshire on the last Tue  
day of April next & he recognizes with the Sheriff as the Law directs for  
P<sup>r</sup> Amariah: prosecuting the P<sup>r</sup> Appeal with Effect as by P<sup>r</sup> Roggerance  
on File does appear

Almond App<sup>t</sup> Thomas Almond of W<sup>th</sup>ampton in the County of Hampshire Yeoman Appell<sup>t</sup>  
v. Moses Parkell of W<sup>th</sup>ampton in the County afores<sup>d</sup> Yeoman Appellee  
Barrett App<sup>t</sup> from the Judgment of J<sup>o</sup> W<sup>th</sup>am<sup>r</sup> Esq<sup>r</sup> Just<sup>ice</sup> P<sup>r</sup> in which Case the  
N<sup>o</sup> 53 - P<sup>r</sup> Moses was original Pl<sup>o</sup> & said Thomas Deft in a Plea as  
may be seen at large on File - The said Moses being now called to  
come into Court it was said the said Thomas appears & prays he may  
be allowed his Cost - And it is considered by the Court that P<sup>r</sup> Thomas  
do recover against P<sup>r</sup> Moses his Cost taxed at one pound eight shillings  
& ten pence & three of it - Exon<sup>d</sup> Feb 17<sup>th</sup> 1789

Brown  
v. Colman  
N<sup>o</sup> 54  
Hampshire July 7<sup>th</sup> 1788 The Justices appointed Referees in an  
action on the Part of Joseph on the Case bro't by Greenwood Brown against  
Nathaniel Colman after fully hearing the Parties & their Evidence do ad  
judge & award that P<sup>r</sup> Nathaniel shall & do pay to the P<sup>r</sup> Greenwood the  
Sum of Seven pounds nineteen shillings & 6<sup>d</sup> lawful money together  
with the Cost of the P<sup>r</sup>oc<sup>es</sup> taxed at sixteen shillings & 7<sup>d</sup> - Also the Cost  
of this Reference taxed at one pound six shillings & 2<sup>d</sup> - and the Cost of Court  
to be taxed by the Court within our hands Oliver Taylor Esq<sup>r</sup> J<sup>o</sup> Burgess  
Bury Bournay Referees - in which Case the Parties afores<sup>d</sup> entered into  
a Rule of Reference before W<sup>th</sup> White Esq<sup>r</sup> Just<sup>ice</sup> P<sup>r</sup> agreeably to the Statute  
in such Case made provided, in consequence whereof the Referees afores<sup>d</sup>  
now send into Court the foregoing Award & whereupon it is considered  
by the Court that P<sup>r</sup> Greenwood do recover against P<sup>r</sup> Nathaniel  
Seven pounds nineteen shillings & six pence Damages & Costs of such  
as taxed at £3. 5. 5 & three of it - Exon<sup>d</sup> Feb 24. 1789

Crunch  
v. Fowler  
N<sup>o</sup> 55  
Moses Crunch of Springfield in the County of Hampshire Gent<sup>l</sup> Pl<sup>o</sup>  
v. David Fowler Jun<sup>r</sup> of Southwick in the same County Yeoman Deft in  
a Plea of the Case for that P<sup>r</sup> David on the thirtieth day of September in the  
Year of our Lord Seventeen hundred & seventy three was justly indebted  
to the P<sup>r</sup> Moses the Sum of thirteen pounds thirteen shillings & ten pence  
agreeably to an Assize to the Writ and in Consideration hereof promising  
to pay the same on Demand yet P<sup>r</sup> David the requested hath never  
paid the same but neglects it to the Damage of P<sup>r</sup> Moses Twenty pounds  
which Case was commenced before W<sup>th</sup> Gynshon Esq<sup>r</sup> Just<sup>ice</sup> P<sup>r</sup> and  
is now bro't up to this Court as the Statute in such Case made pro  
vides - The Parties appear and agree to refer this Case to the Determina  
tion of W<sup>th</sup> Shephard Esq<sup>r</sup> W<sup>th</sup> Gynshon Esq<sup>r</sup> & Thomas Southwell  
the Award of them or any two of them to be final to be returned into  
this Court Judgment to be made up & Exon<sup>d</sup> accordingly -  
and it is considered by the Court that the Agreement afores<sup>d</sup> of the said  
Parties be the Rule of this Court in this Case, and that they have Day here  
in Court untill the last Tuesday of August next



99.  
Humbly shews William Perry Executor of the last Will & Testament  
of John Perry late of New Salem in the County aforesaid deceased that  
the Debts due from s<sup>d</sup> Estate exceed the personal Estate the sum of  
Eighteen pounds fourteen shillings & six pence the Widow's Allowance  
and Executors Account being admitted & prays he may be licensed to  
make sale as the Law directs of so much of the Real Estate of said  
deceased as will enable him to pay the aforesaid sum with intervening  
charges - Whereupon it is considered by the Court that the Executor  
aforesaid be & he hereby is empowered to make sale of so much of  
the Real Estate of the said John Perry deceased as will produce the  
sum of Twenty one pounds for the purposes mentioned in the forego-  
ing Petition, he observing the Directions of the Law relating to  
such Sales

Perry's  
Ex. Pet.  
for Sale  
N<sup>o</sup> 56.

Humbly shews Joseph Shellogg Administrator de Bonis Non on the Estate of Joseph Shellogg late of South Hadley in the County of Hamp-  
shire deceased that sundry pieces of Land have been discovered and  
inventoried belonging to the Estate of s<sup>d</sup> Deceased which were not  
hitherto administered amounting to the sum of Forty nine pounds  
9/2 & that the Expenses incurred in administering upon the same  
as allowed by the Judge of Probate for s<sup>d</sup> County amount to the  
sum of Eight pounds three shillings & three pence & that there is not  
any personal Estate wherewith the same can be discharged, He  
therefore prays he may be licensed to make sale as the Law directs  
of so much of s<sup>d</sup> Real Estate as will produce a sum of £8. 3. 3 with  
additional Costs of Sale & Whereupon it is considered by the Court  
that s<sup>d</sup> Administrator be & he hereby is empowered to make sale of  
so much of the aforesaid Real Estate as shall produce the sum of  
Ten pounds for the purpose in his s<sup>d</sup> Petition mentioned he observing  
herein the Directions of the Law touching such Sales

Shellogg, Adm.  
Pet. for Sale  
N<sup>o</sup> 57.

Humbly shews Belthiah Thentfield Administrator on the Estate of Sal Thentfield  
more Thentfield late of Belchertown in the County of Hampshire deceased that the Debts due from s<sup>d</sup> Estate including the Widow's Allowance out-  
of the personal Estate & her Account as Administrator allowed exceed  
the personal Estate the sum of Fourteen pounds 12/4 & that the whole  
of the Real Estate of s<sup>d</sup> Deceased by Appraisement amounts to the sum of  
six pounds only - and therefore prays she may be allowed to make  
sale of the whole of s<sup>d</sup> Real Estate at public Vendue for the purpose of  
paying s<sup>d</sup> Debts so far as the same will do it reserving to herself the  
lawful Interest of one third of the proceeds of the sale of s<sup>d</sup> Real Estate  
during the Term of her natural Life & Whereupon it is consid-  
ered by the Court that the said Administrator be & she hereby is em-  
powered to make sale of the whole of the Real Estate of s<sup>d</sup> Deceased  
for the purposes in her s<sup>d</sup> Petition set forth she herein observing the  
Directions of the Law touching such Sales

Thentfield's  
Adm. Pet.  
N<sup>o</sup> 58.

Humbly shews Ephraim Dickinson Administrator of George Herbert G. Herbert's  
late of Deerfield in the County of Hampshire deceased that s<sup>d</sup> Deceased's  
Estate is insolvent, that the personal Estate of s<sup>d</sup> Dec<sup>d</sup> including Debts for sale due  
to s<sup>d</sup> Estate amounts to the sum of Seventy nine pounds ten shil-  
lings & eleven pence three farthings & the Real Estate as inventoried  
amounts to the sum of Forty eight pounds - the whole of the Debts  
due from s<sup>d</sup> Estate amounting to the sum of One hundred & four-  
ty eight pounds 5/6 & He therefore prays he may have License to  
make sale of all the Real Estate of s<sup>d</sup> Deceased except the Widow's  
Right of Dower therein for the purpose of paying s<sup>d</sup> Deceased's Debts so far  
as the same will do it - Whereupon it is considered by the Court that said  
Admin<sup>r</sup> be & he is empowered to make sale of the whole of s<sup>d</sup> Deceased's Real Estate  
for the purpose in his s<sup>d</sup> Petition mentioned with the Exception therein expressed  
he observing the Directions of the Law relating to such Sales

Herbert's  
Adm. Pet.  
N<sup>o</sup> 59.



Barbers Adm  
Pet for Sale  
N<sup>o</sup> 60  
Humbly sheweth John Barber Administrator on the Estate of John Barber late of West Springfield in the County of Hampshire deceased that the personal Estate of said Deceased is insufficient to pay the Debts due from said Estate. The Debts including the Administrators Account amount to the sum of Seventy six pounds 3/0<sup>4</sup> the personal Estate amounting to the sum of £25.17.10 & Real Estate as appraised amounting to the sum of £34.4.0 only. He therefore prays he may have leave to make sale as the Law directs of all the Real Estate of said Deceased to enable him to discharge the aforesaid Debts so far as the same will do it &c. Whereupon it is considered by the Court that the said Administrator be & he hereby is empowered to make sale of all the Real Estate of said Deceased for the purpose set forth in his Petition he being observing the Directions of the Law relating to such Sales

Sykes App<sup>t</sup>  
as  
Colton App<sup>t</sup>  
N<sup>o</sup> 61.  
Reuben Sykes of Wilbraham in the County of Hampshire Plaintiff vs. Elisha Colton of Long Meadow in the same County Defendant App<sup>l</sup> in which Case said Elisha was original Def<sup>t</sup> & Reuben Sykes in addition as at large set forth in the Copies of the Justice on File. The Appellant being now three Times publicly called to come into Court makes Default of Appearance here. The Appellee appears & prays Affirmation of the former Judgment with additional Damages Costs and thereupon it is considered by the Court that said Elisha do recover against said Reuben Twelve shillings eight pence Damages & Costs of such Taxes as £2.19.4 & thereof &c.  
Exon<sup>d</sup> 2<sup>d</sup> Feb. 21. 1789

Commonwealth  
as  
Joseph Whitney  
N<sup>o</sup> 62  
Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire or his Deputy Greeting  
Whereas at Northampton in our said County of Hampshire on the seventeenth day of May in the Year of our Lord seventeen hundred eighty eight before Esdras Wright Esq<sup>r</sup> one of our Justices of the Peace for our said County of Hampshire personally appeared Joseph Whitney of Belchertown in our said County of Hampshire Yeoman & acknowledged himself indebted to Us in the sum of six pounds to be levied of his Goods & Chattels Lands or Tenements and in Want thereof of his Body to our Use if Default should be made in the Performance of the Conditions following to wit that if said Belchertown in our said County of Hampshire Yeoman should personally appear before the Justices of the General Sessions of the Peace of the Commonwealth aforesaid at the Court then next to be holden at Northampton for & within the said County of Hampshire on the last Tuesday of August then next to answer to such Matters & Things as should be objected against him on the Commonwealths Behalf & particularly to a Complaint against him for Theft and should do & receive that which by said Court should then & there enquired upon him & not depart without Licence then the said Recognizance was to be void & of none Effect otherwise to abide in full Force. And whereas at our same Court aforesaid the said said Belchertown being three Times solemnly called to come into Court then & there did not appear but made Default thereof & by the Default of the said Belchertown as aforesaid the said Sum is forfeited to Us & has not been paid but still remains due & to be levied in manner aforesaid for our Use & We being willing to have the same so due speedily paid to Us & as Justice requires command You that You make known to said Joseph Whitney that he appear before our Justices of our Court of Common Pleas to be holden at Springfield within & for our said County of Hampshire on the second Tuesday of February next to show Cause if any he has why he should abide for against said Joseph for the sum of six pounds forfeited to Us as aforesaid and for Costs of such Taxes and Gallop Strong Esq<sup>r</sup> appears on behalf of the Commonwealth and the said Joseph being three Times called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that this Case be continued to the last Tuesday of August next.



100  
Hampshire Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire or his Deputy Greeting.  
Whereas at Northampton in our County of Hampshire on the seventh day of  
May in the Year of our Lord Seventeen hundred & eighty eight Ephraim  
Wright Esq<sup>r</sup> one of our Justices of the Peace for our County of Hampshire  
Commonwealth  
Joshua Whitney  
N<sup>o</sup> 3.  
personally appeared Joshua Whitney of Belchertown in our County of Hamp-  
shire Governor and acknowledged himself indebted to us in the sum of  
six pounds to be paid of his Goods or Chattels Lands or Tenements & in Want  
thereof of his Body to our Use if Default should be made in the Exor-  
cution of the Condition following, to wit, that if Seth Belknap of  
Belchertown in our County of Hampshire Governor should personally  
appear before the Justices of the General Sessions of the Peace of the Common-  
wealth aforesaid at the Court then next to be holden at Northampton  
pa and within the County of Hampshire on the last Tuesday of August  
then next to answer to such Matters and Things as should be objected  
against him on the Commonwealth's Behalf & particularly to a Count  
claim against him for Theft, and should do & receive that which by  
the said Court should then & there be enjoined upon him & not depart  
without Licence then the said Recognizance was to be void & of none Effect  
otherwise to abide in full Force & had whereas at our same Court  
aforesaid the said Seth Belknap being three Times solemnly called to  
come into Court then & there did not appear but made Default  
thereof & had that Default of the said Seth Belknap as aforesaid the  
sum is reported to us & has not been paid but still remains due and  
to be paid in Manner aforesaid for our Use, and we being willing to  
have the sum so due speedily paid to us & satisfied as Justice requires  
command you that you make known to the said Joshua Whitney that  
he appear before our Justices of our County of Cornwall that to be hol-  
den at Springfield within & for our County of Hampshire on the  
second Tuesday of February next to show Cause why Exon should  
not issue against the said Joshua for the sum aforesaid & Costs of Suit  
to be paid to us. Attest my hand & the seal of the said Court at  
Belchertown this 10th day of August 1808.  
Ephraim Wright Esq<sup>r</sup> Justice of the Peace for our County of Hampshire  
of the Commonwealth and the said Joshua being three Times  
publicly called to come into Court makes Default of Appearance  
hereby Whereupon it is considered by the Court that this Case be  
continued for Judgment until the last Tuesday of August next.

Hampshire Commonwealth of Massachusetts  
To the Sheriff of the County of Hampshire or his Deputy Greeting.  
Whereas Moses Dewey of Westfield in our County of Hampshire  
Executor of the last Will & Testament of Joseph Ashby late of Westfield  
died on the 11th day of February in the Year of our Lord Seventeen hundred  
and eighty eight before Ephraim Wright Esq<sup>r</sup> one of the Justices of the  
Peace for the County of Hampshire acknowledged by your Appearance as  
Executor as aforesaid that he was indebted to Gideon Clark of Northampton  
in the County of Hampshire Gent<sup>l</sup> in the sum of thirty pounds twelve  
shillings eleven pence lawfully money Damages together with fourteen  
shillings & three pence costs of suit when of the said Moses Dewey is convicted  
as appears to us of Record & all the Judgment be then of given & Execu-  
tion for the Damages & Costs aforesaid in due Form of Law has been  
granted to the said Gideon Clark the nineteenth day of June in the Year  
of our Lord Seventeen hundred & eighty eight directed to the Sheriff of  
and returnable unto the said Ephraim within ninety days from the  
Date thereof which same Execution was there afterwards on the same  
19th day of June aforesaid committed to Perez Clapp then & ever since  
a Deputy Sheriff under Joshua Porter Esq<sup>r</sup> Sheriff of our County of Hamp-  
shire to be executed & returned according to Law, nevertheless on the  
19th day of September Anno Domini Seventeen hundred & eighty eight



Clark  
Dewey

the said Perez Clapp Deputy Sheriff as aforesaid made Return of the same Writ unto the said Ephraim Wright Esq<sup>r</sup> with his Indorsement in Writing thereon in the Words & Figures following Viz<sup>t</sup> Hampshire If I have not been able to find any Goods, Chattels, or Real Estate of the within named Joseph Ashley in the hands, & Possession of the within named Mosey to the acceptance of the said Gideon Clarke within my Precincts to satisfy this Execution I therefore return this Execution wholly unsatisfied Perez Clapp Deputy Sheriff and the said Gideon avers that the same Judgment remains in full Force & is not satisfied or reversed & the said Mosey Debby hath wasted the Estate of the said Joseph Ashley of the Value of the Damages & Costs aforesaid so that no Goods or Estate of the said Joseph Ashley can be found as We have heard from the suggestion of the said Gideon Clarke & the said Gideon hath supplicated Us to provide a Remedy therein on this behalf and We willing that Justice be done in the Premises commands you that you make known to the said Mosey Dewey that he be before our Justices of our Court of Common Pleas next to be holden at Springfield within and for our County of Hampshire on the second Tuesday of February next then & there to shew cause why Execution ought not to be adjourned and awarded against him the said Mosey of his own proper Goods or Estate to the Value of the Damages & Costs aforesaid together with one shilling and four pence for Costs of Execution & for Writs of Goods or Estates against his Body &c. The Writ appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Deft<sup>r</sup> has three Times publicly called to come into Court to make Default of Appearance here wherefore it is considered by the Court that the said Gideon do recover against said Mosey Thirty one pounds eight shillings & six pence Damages & Costs of Suit taxed at 5 s. 9 d. 1 & the 10<sup>th</sup> of 12 Ex<sup>ch</sup> of Feb 21. 1789

Dewey  
Gibbs  
No 65

Hampshire Commonwealth of Massachusetts  
To the Sheriff of our County of Hampshire or his Deputy Greeting  
Whereas Daniel Deane of Blanford in our County of Hampshire Yeoman by the Consideration of our Justices of our Court of Common Pleas holden at Northampton within & for our County of Hampshire aforesaid on the last Tuesday of August last received Judgment against Robert Montgomery of New Paltz in Ulster County & State of New York Yeoman for the sum of Forty three pounds of lawful Money Debt or Damages & six pounds thirteen shillings & four pence Costs & whereof the said Robert is convicted and Judgment thereof given & Execution was granted thereon dated the tenth day of October last, which was committed to Perez Clapp then & ever since a Deputy Sheriff under Elisha Foster Esq<sup>r</sup> Sheriff of our same County to be executed & returned according to Law & afterwards on the thirteenth day of January current the said Perez returned the same Writ with his Indorsement thereon in the Words & Figures following Viz<sup>t</sup> Hampshire If this certifies that this Execution came into my hands on Saturday the tenth instant at four o'clock in the afternoon & I have made Diligent search for Goods or Estate or Body of the within named Robert Montgomery & have not been able to find any in my precincts in the space of Time abovementioned and I return this Execution wholly unsatisfied Perez Clapp Esq<sup>r</sup> and the said Daniel avers that the said Robert hath avoided & the said Judgment remains in full Force not satisfied &c. and whereas herebefore when the said Robert was taken by the original Writ on which the said Judgment was given to wit the sixteenth day of February Anno Domini seventeen hundred & eighty eight Isaac Gibbs of Blanford in the County of Hampshire Yeoman by his Bond to our said Sheriff under his hand & seal duly executed then & there became & was Bail & Surety not only for the said Roberts Appearance at Court & answering in Court but also for his abiding the final Judgment thereon & not avoiding the same the said Robert did not appear at our said Court or answer to the said Isaac Gibbs or abide or perform the said Judgment but hath avoided and a Process Executions hath been duly made on the Execution aforesaid, & said Daniel hath applied for Remedy in this behalf &c. and We willing



that Justice be done & a command for that You make known to said Isaac Gibbs that he be before our Justices of our Court of Common Pleas next to be holden at Springfield within & for our County of Hampshire on the second Tuesday of February next there & there to show cause if any he fees why s<sup>d</sup> Daniel ought not to have his Exon against him s<sup>d</sup> Isaac for his Damages & Costs aforesaid &c &c The Plff appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the said Isaac also comes here into Court in his proper Person and also brings into Court the aforesaid Robert Montgomery for whom he was bail as aforesaid, and prays that s<sup>d</sup> Robert may be taken into Custody & the s<sup>d</sup> Isaac discharged &c, wherein it is considered by the Court that s<sup>d</sup> Sheriff do receive into safe custody the said Robert & him keep untill the Judgment aforesaid be fully satisfied or s<sup>d</sup> Robert otherwise legally discharged therefrom, and that s<sup>d</sup> Isaac be discharged s<sup>d</sup> Isaac the Bond aforesaid, paying Costs taxed &c

Nathaniel Bates of Granville in the County of Hampshire Just<sup>ice</sup> Bates Plff v. Jonah Westover & Levi Cows of Egremont in the County of Berkshire Defendants Debt in a Plea for that s<sup>d</sup> Jonah & Levi at Egremont V<sup>ice</sup> at Westover &c Granville spon<sup>d</sup> on the eighth day of February last by their Note for Value N<sup>o</sup> 66 rec<sup>d</sup> promised s<sup>d</sup> Nathaniel to pay him on Order thirty pounds law ful Money by the first day of October then next with Interest yet s<sup>d</sup> Jonah & Levi have never paid the same but neglect to the Damage of said Nathaniel Fifty pounds - While Case was commenced before Isaac Coit Esq<sup>r</sup> Just<sup>ice</sup> at Fair and is now brot up to this Court as the Statute in such Case provided directs - The Plff appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>s</sup> the three Times publicly called to come into Court make Default of appearance here - Wherefore it is considered by the Court that s<sup>d</sup> Nathaniel do recover against s<sup>d</sup> Jonah & Levi Thirty one pounds sixteen shillings law ful Money Damages and Costs of Suit taxed at £ 2. 6. 3 & there of &c Exon<sup>d</sup> s<sup>d</sup> Mar 4. 1789

Abie Deming of Colchester in the County of New London & State of Connecticut Plaintiff on the Estate of Jonathan Deming late of s<sup>d</sup> Colchester Just<sup>ice</sup> dec<sup>d</sup> Plff v. Ananias Mitchell late of Plainfield in the County of Hampshire Husbandman otherwise of Westfield or otherwise of Montgo N<sup>o</sup> 67 many in the same County Debt in a Plea of Trespas on the Case for that s<sup>d</sup> Ananias at Colchester V<sup>ice</sup> at Northampton on the eighteenth day of March in the Year of our Lord seventeen hundred & eighty two by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Jonathan deceased then in full Life to pay him the Sum of Four pounds eighteen shillings & eleven pence law ful Money in solid Coin meaning law ful Silver Money on Demand with Interest - Also for that s<sup>d</sup> Ananias at Colchester V<sup>ice</sup> at Northampton afores<sup>d</sup> on the first day of August last past in Consideration that s<sup>d</sup> Jonathan had then before that Time when in full Life sold & delivered to s<sup>d</sup> Ananias divers Goods Wares & Merchandise at the special Instance & Request of s<sup>d</sup> Ananias assumed upon himself to to s<sup>d</sup> Jonathan dec<sup>d</sup> promised to pay him so much Money as s<sup>d</sup> Goods &c at the Time of the Sale & Delivery thereof were reasonably worth whenever afterwards he should be requested & the Value of such Sum & the Plff avers s<sup>d</sup> Goods &c were reasonably worth Eleven pounds one shilling & one penny whereof s<sup>d</sup> Ananias there after waded the same Day had Notice - Yet s<sup>d</sup> Ananias has requested hath never paid either the s<sup>d</sup> Sum to s<sup>d</sup> Jonathan in his Life Time or to the Plff since the Death of s<sup>d</sup> Jonathan, but neglects it to the Damage of s<sup>d</sup> Abie Twenty pounds The Plff appears by Caleb Strong Esq<sup>r</sup> her Att<sup>y</sup> and the Def<sup>s</sup> by their friend



Exp<sup>t</sup> his Att<sup>y</sup> & moves that this Case may be continued to the next Term ~  
And it is considered by the Court that said Parties have Day here in  
Court untill the last Tuesday of August next

Journey  
Palmer  
N<sup>o</sup> 68

Charles Journey of Boston in the County of Suffolk Merch<sup>t</sup> Plff<sup>r</sup> &  
Jad Palmer of Westfield in the County of Hampshire Trader Def<sup>t</sup> in a  
Plad of Trespass on the Case for that J<sup>d</sup> had at Northampton aforesaid on the  
eighteenth day of May in the Year of our Lord Seventeen hundred & eighty  
seven by his Note for Value rec<sup>d</sup> promised J<sup>d</sup> Charles to pay him Thir-  
teen pounds thirteen shillings & seven pence in nine months / mean-  
ing from Date of J<sup>d</sup> Note / with lawful Interest for the same till paid & yet  
J<sup>d</sup> had the requested hath never paid the same but neglects it to the  
Damage of J<sup>d</sup> Charles Twenty pounds ~ The Plf appears by Caleb Strong  
Exp<sup>t</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court  
makes Default of Appearance here Whereupon it is considered by the  
Court that J<sup>d</sup> Charles do recover against J<sup>d</sup> had Fifteen pounds two  
shillings & two pence of lawful Money Damages & Cost of Suit taxed  
at £ 19. 8 ~ Whereupon the J<sup>d</sup> had by Samuel Mathewson Exp<sup>t</sup> his  
Att<sup>y</sup> comes into Court & appeals from the Judgment of this Court to  
the Supreme Judicial Court to be holden at Northampton in & for  
the County of Hampshire on the last Tuesday of April next and  
he recognises with Sureties as the Law directs for his prosecuting his  
J<sup>d</sup> Appeal with Effect as by J<sup>d</sup> Recognizance appears

Ellis  
Warner & Lyon  
N<sup>o</sup> 69

Samuel Ellis of Boston in the County of Suffolk Merch<sup>t</sup> Plff<sup>r</sup> Elisha  
Warner & Amos Lyon both late of Belchertown in the County of Hampshire  
joint Debtors in Trade Debt in a Plad of Trespass on the Case for that J<sup>d</sup>  
Elisha & John at Boston Via at Northampton aforesaid on the eighth  
day of June in the Year of our Lord Seventeen hundred & eighty five by  
their Note for Value rec<sup>d</sup> promised J<sup>d</sup> Samuel to pay him or Order  
Two hundred & thirty four pounds six shillings & one penny with Interest  
for the same after the Expiration of six months from the Date of said  
Note till paid ~ Yet J<sup>d</sup> Warner & Lyon the requested have not paid  
the same but neglects it to the Damage of J<sup>d</sup> Samuel Three hundred  
& fifty pounds ~ The Plf appears by Caleb Strong Exp<sup>t</sup> his Att<sup>y</sup> and  
the Def<sup>t</sup> the three Times publicly called to come into Court make Default  
of Appearance here Whereupon it is considered by the Court that J<sup>d</sup>  
Samuel do recover against J<sup>d</sup> Elisha & John Two hundred & seventy  
eight pounds sixteen shillings & five pence lawful Money Damages  
& Cost of Suit taxed at £ 4. 9. 5 ~ Whereupon the J<sup>d</sup> Elisha & John by  
Simon Strong Exp<sup>t</sup> his Att<sup>y</sup> come & appeal from the Judgment of  
this Court to the Supreme Judicial Court to be holden at Northamp-  
ton in and for the County of Hampshire on the last Tuesday of  
April next and he recognises with Sureties as the Law directs  
for their prosecuting their Appeal with Effect as by J<sup>d</sup> Recognizance  
appears

Smith  
Nash  
N<sup>o</sup> 70

Ben<sup>t</sup> Smith of Whately in the County of Hampshire Yeoman Plff<sup>r</sup> Joseph  
Nash of Rowe in the County of Hampshire Yeoman Def<sup>t</sup> in a Plad  
This Case was commenced before Edward Wright Exp<sup>t</sup> Just<sup>ice</sup> Pac<sup>e</sup>  
and the Parties aforesaid before Caleb Strong Exp<sup>t</sup> Just<sup>ice</sup> Pac<sup>e</sup> entered  
into a Rule of Reference to submit the Case to the Judgment & Award of  
Referees, who now send into Court their Award as follows Viz<sup>t</sup>  
Having heard the Parties &c. do award & adjudge & determine that J<sup>d</sup> Benjamin  
do have & recover against J<sup>d</sup> Joseph Nash Three pounds eight pence  
Damages, and nine shillings Cost of Reference Cost of Costs to be taxed



in the Court Jonathan Lewis David Linton John Longhurs Refuses  
Whereupon it is considered by the Court that s<sup>d</sup> Benjamin do recover a  
gainst s<sup>d</sup> Joseph Three pounds & eight pence lawful Money Damages & Costs  
of Suit taxed at 2 L 4 s 9 d the 22<sup>d</sup> of Feb 1783

David Wells of Melburn in the County of Hampshire Gent<sup>l</sup> Plff<sup>r</sup> vs  
Daniel Whittemore of Sunderland in the same County Esq<sup>r</sup> Debt in a Plea  
of Trespass on the Case for that s<sup>d</sup> Daniel at Sunderland aforesaid on the Whittemore  
seventh day of September in the Year of our Lord Seventeen hundred &  
eighty five by his Note for Value rec<sup>d</sup> procured s<sup>d</sup> David to pay him  
Twenty two pounds lawful Money in neat Cattle on or before the first  
day of January then next & if not then paid with Interest from the  
Date of s<sup>d</sup> Note till paid said Cattle to be delivered at s<sup>d</sup> Daniels  
Dwelling House in Sunderland aforesaid & the Plff<sup>r</sup> avers he was  
ready at Time & Place of Delivery to receive s<sup>d</sup> Cattle - Yet s<sup>d</sup> Daniel  
tho<sup>t</sup> often requested hath never paid the Contents of s<sup>d</sup> Note but neglects  
it to the Damage of s<sup>d</sup> David Twenty pounds - This Case was com-  
menced before Gouger Hunt Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and is now brot  
up to this Court as the Statute in such Case made provides  
The Parties appear and agree to a Continuance of this Case to  
the next Term & that Judgments on the part of the Debt be  
then final - Whereupon it is considered by the Court that they  
have Day here in Court untill the last Tuesday of August next

Mariam Clap of Northampton in the County of Hampshire Yeoman Plff<sup>r</sup> vs  
Phineas Morda of Southampton in the same County Yeoman Debt in a  
Plea of the Case for that said Phineas at s<sup>d</sup> Northampton on the thirty  
first day of March Anno Domini Seventeen hundred & eighty four by  
his Note of hand for Value rec<sup>d</sup> procured s<sup>d</sup> Azariah to pay him  
One hundred & sixty pounds lawful Money in Manner following Viz<sup>t</sup>  
to pay fifty pounds thereof on the first day of May then next and  
to pay fifty pounds thereof within two Years from & after the  
first day of May aforesaid and to pay the other fifty pounds  
within three Years from the first day of the same May with lawful  
Interest for the whole from & after the Time of payment till paid -  
Yet s<sup>d</sup> Phineas tho<sup>t</sup> requested has never paid the same or any part  
thereof but neglects it to the Damage of s<sup>d</sup> Azariah One hundred and  
thirty pounds - This Case was commenced before Esq<sup>r</sup> Wright Esq<sup>r</sup>  
Just<sup>l</sup> Pac<sup>l</sup> and is now brot up to this Court as the Statute in such  
Case made provides - The Parties now appear & agree to refer this  
Case to the Determination of Esq<sup>r</sup> Porter Esq<sup>r</sup> Israel Chapin Esq<sup>r</sup>  
& Sam<sup>l</sup> Musshaw Esq<sup>r</sup> the Award of them or either two of them to  
be final to be returned into this Court Judgments to be made  
up and given off<sup>y</sup> accordingly - Whereupon it is considered  
by the Court that the Agents on aforesaid of the s<sup>d</sup> Parties be  
the Rule of the Court in this Case and that they have Day here  
in Court untill the last Tuesday of August next

Emerson Foster of Orange in the County of Hampshire Clerk Plff<sup>r</sup> vs  
Trustees of the Congregational Society in Orange aforesaid Debt in a Plea  
of Debt for that said Trustees at Orange aforesaid on the twelfth day of  
December in the Year of our Lord Seventeen hundred & eighty six  
by their certain Writing obligatory called a Bond under their hands  
& seals in Court to be produced bound themselves to the said Em-  
erson Foster in the sum of Ten thousand pounds lawful Money to be  
paid to the said Emerson on Demand - Yet the said Trustees tho<sup>t</sup>  
often requested have never paid said sum but detain it to the Da-  
mage of said Emerson Ten thousand pounds - This Case was commen-  
ced before Isaac Powsy Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and is now brot up to this Court



as the Statute in such case provided directs. The Parties severally appear & bind on the motion of the Defts that this Case may be continued to the next Term for special Pleadings, it is considered by the Court that they have Day here in Court untill the last Tuesday of August next.

*McClanahan* Thos McClanahan Esq. & Son. M<sup>rs</sup> Geo<sup>th</sup> both of Colrain in the County of Hampshire Pls in Consociance Geo<sup>th</sup> Jos Wright Clerk  
*Soeramusal* & Herchiah Newcomb Towns all of Barnardston in the same County  
N<sup>o</sup> 74. Defts. in a Plea that the said John Jos & Herchiah render to them the said Thos & Jonathan One hundred pounds lawful money which to them the said Thos & Jonathan the said John Jos & Herchiah owe & from them necessarily detain for that the said John Jos & Herchiah at Barnardston aforesaid on the thirtieth day of May in the Year of our Lord Seventeen hundred eighty six by their certain Writing obligatory sealed with the Seals of the said John Jos & Herchiah acknowledged themselves to be held & stand firmly bound & obliged in behalf of the inhabitants of the Town of Barnardston to the said Thos & Jonathan in the sum of One hundred pounds lawful money to be paid to <sup>sd</sup> Thos & Jonathan on Demand & to the same payment well & truly to be made the said John Jos & Herchiah did bind themselves their heirs Executors and Administrators. Yet the said John Jos & Herchiah or either of them have not paid the same to the Pls as requested, but neglected to the Damage of said Thos & Jonathan One hundred pounds.

*McClanahan* The Pls appears by Caleb Strong Esq. their Att<sup>y</sup> & the Defts also come into Court & move that this Case may be continued to the next Term that they may have Opportunity to plead specially. And it is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next.



Hampshire Commonwealth of Massachusetts  
 To the Sheriff of the County of Hampshire or his Deputy Greeting  
 Whereas on the twelfth day of July in the Year of our Lord Seventeen hundred  
 and eighty five at Northampton in said County of Hampshire Thomas Walker Mitchell  
 of Boston in the County of Suffolk Esq. filed in the Clerk's Office of our Court of  
 Common Pleas in and for our said County a Declaration against James Lockwood  
 resident at Philadelphia in the County of Philadelphia & State of Pennsylvania  
 Esq. an absconding Debtor in which the said Thomas complained that the said  
 James had not performed divers Promises in said Declaration specified  
 which the said James had made to the said Thomas & had absconded & had withdrawn  
 himself out of this Commonwealth & so concealed himself & his  
 Effects that neither could be come at to be attached to the Damage of  
 the said Thomas Two hundred pounds & whereas the said Thomas on the same 12<sup>th</sup>  
 day of July sued out of the Clerk's Office of our said Court a  
 Summons in due Form of Law annexed to the Declaration for the  
 Appearance of David Mitchell of South Hadley in the County of Hampshire  
 Gentleman Agent & Trustee of the said James to appear before our Justices of our  
 Court of Common Pleas to be holden at Northampton within & for our said  
 County of Hampshire on the last Tuesday of August then next & caused  
 the said David Mitchell to be duly served with the Summons annexed to the  
 said Declaration fourteen days before the sitting of the same Court which De-  
 claration with the Summons were duly returned into our said Court of  
 Common Pleas on the second Tuesday of February under the hand of Simon  
 Parsons then & ever since a Deputy Sheriff of said County; & whereas the said David  
 came into our said Court of Common Pleas at the said Term thereof & upon  
 his Examination on oath declared that he the said David had given the  
 above said Mr Lockwood a Note for one hundred & forty two pounds eight-  
 teen shillings & eight pence lawful Money which was dated the latter part  
 of the Year Seventeen hundred & eighty two or the Beginning of the Year Seventeen  
 hundred & eighty three on Substantive Content of which Note at the Time of  
 the above Service were due from him said David to the said Lockwood & and  
 afterwards on the first Tuesday of March in the Year of our Lord seven-  
 teen hundred & eighty seven to which Time said Action in due Course of Law  
 was regularly continued it was considered by the same Court that the said  
 Thomas Walker should recover of the said James Lockwood the Sum of One  
 hundred & eighty pounds of lawful Money Damages & eleven pounds  
 fifteen shillings like Money Costs of suit & upon which Judgment the  
 Thomas afterwards on the ninth day of August last past sued out our  
 alias Writ of Execution whereby the Sheriff of our said County or his Deputy  
 were commanded that of the Goods Effects or Credits of the said James in the  
 hands of the said David they should cause to be paid & satisfied to the said Thomas  
 at the Value thereof in Money the aforesaid Sums with two shillings more  
 for that & a former Writ of Execution which same Execution the said Simon  
 Parsons Deputy Sheriff as aforesaid on the twenty eighth day of August last  
 returned into our said Court with his Return certified thereon in the Words  
 & figures following to wit I have made diligent search for the Goods  
 Effects or Credits of the within named Lockwood within my precincts &  
 would find none. I have also required the within named David Mitch-  
 ell the Agent & Trustee of the said Lockwood to show me the Goods Effects or Credits  
 of the said Lockwood but he has neglected & refused so to do I therefore return this  
 Execution unsatisfied except for the Sum of twenty three pounds indorsed  
 above by Caleb Strong Esq. Att. to the said Walker Just Simon Parsons Dep. Sheriff  
 Whereupon Martha Walker of Boston in our County of Suffolk Widow  
 & Administratrix of all & singular the Goods & Chattels Rights & Credits of the  
 said Thomas Walker who since the Rendition of said Judgment & suing out the

Walker Adm.

No 75



some Execution hath deceased, hath brought us to grant her a proper Remedy in this Behalf. And We being willing that what is Right & just in this Behalf should be done command you that you give Notice to <sup>s</sup> David Mitchell that he be before our Justice of our Court of Common Pleas next to be holden at Springfield within & for our <sup>s</sup> County of Hampshire on the second Tuesday of February next to shew if he hath or can say anything for himself why <sup>s</sup> Martha Administratrix as aforesaid ought not to have in her <sup>s</sup> Capacity her Execution against <sup>s</sup> David Mitchell for one hundred & sixty eight pounds sixteen shillings lawfull & reasonable of the Goods & Chattels of the <sup>s</sup> Lockwood in the hands of the <sup>s</sup> Mitchell &c &c. The <sup>s</sup> Apppear by Caleb Strong Esq<sup>r</sup> her Att<sup>y</sup> & the said David the three Times publicly called to come into Court makes Default of Appearance due. Whereupon it is considered by the Court that the <sup>s</sup> Martha do recover against the <sup>s</sup> David in his <sup>s</sup> Capacity ~~Twenty~~ four pounds sixteen shillings & six pence of lawfull Money Damages & Costs of Suit taxed at £2.16.5 & thereupon Given <sup>s</sup> Feb 22. 1789.

Fowler  
vs  
Phelps Esq<sup>r</sup>  
N<sup>o</sup> 76.

We the subscribers being appointed Referees (between Biddad Fowler of Westfield in the County of Hampshire & Joseph Phelps of the same Westfield Executor on the Estate of George Phelps late of <sup>s</sup> Westfield deceased) having duly notified the Parties & fully heard them & do adjudge award and determine that <sup>s</sup> Biddad recover against <sup>s</sup> Joseph Phelps as Executor One pound & ten pence Debt or Damages & nine shillings & two pence Costs of Suit before the Justice Costs of Reference being paid by <sup>s</sup> Joseph Phelps In Witness whereof We have hereunto set our hands & seals the twenty third day of December in the Year of our Lord one thousand seven hundred eighty eight W<sup>m</sup> Shepard & Seal John Sugrout & Seal Ladd Martin Dales Seal. The Parties now appear. And it is considered by the Court that <sup>s</sup> Biddad do recover against <sup>s</sup> Phelps in <sup>s</sup> Capacity One pound & ten pence lawfull Money Damages & Costs of Suit &c taxed at 13/2. The creditor acknowledges Satisfaction of <sup>s</sup> Judgment.

Thompson  
vs  
Shaw  
N<sup>o</sup> 77.

Noah Thompson of Palmer in the County of Hampshire His bailman W<sup>m</sup> James Shaw of the same Palmer His bailman Deft<sup>r</sup> in a Plea of Trespass whereon <sup>s</sup> Noah complains that <sup>s</sup> James at Palmer aforesaid on the thirteenth day of June last with Force & Arms two red bows of him the <sup>s</sup> Noah of the price of Nine pounds forced at Palmer aforesaid took & carried away & other Carriages over him <sup>s</sup> Noah then & there did contrary to Law against the Peace, and <sup>s</sup> Noah avers that by Reason of the taking & carrying away <sup>s</sup> Cows by <sup>s</sup> James he hath been rendered wholly unable to cover the Barn of him <sup>s</sup> Noah the Frame of which before the 13<sup>th</sup> day of June was erected & the Hay & Grain of <sup>s</sup> Noah have been injured & become of little Value &c to the Damage of said Noah Twenty pounds. Which Case was commenced before Ephraim Wright Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now bro't up to the Court agreeably to the Statute in such Case provided. The Parties appear and agree to refer this Case to the Determination of Esq<sup>r</sup> Matthew Jun<sup>r</sup> Esq<sup>r</sup> W<sup>m</sup> Scott Jun<sup>r</sup> Esq<sup>r</sup> & Capt<sup>m</sup> Dan<sup>l</sup> White the Award of them or any two of them to be final to be Returned into the Court Judgment, to be made up & Execution issued accordingly. And it is considered by the Court that the Aforesaid of the <sup>s</sup> Parties be a Rule of this Court in this Case, and that they have Day here in Court until the 16<sup>th</sup> Tuesday of August next.



Titus Bigelow of Southwicks in the County of Hampshire Husbandman Plaintiff Abner  
Prober of the same County & Perez Clap of Southampton in the same County Bigelow  
Ironkeeper & Deputy Sheriff under Elshar Porter Esq. Sheriff of the same County Defendants  
in a Plea of Trespass whereon S<sup>r</sup> Titus complains that S<sup>r</sup> Abner & Perez at Southwicks Town & at  
on the 16<sup>th</sup> day of August Anno Dom. 1787. with Force & Arms took & carried away N<sup>o</sup> 78  
sixty shocks of Rye of the Value of Eight pounds twenty seven shocks of  
Wheat of the Value of thirteen pounds eleven shillings one half of the price of  
Nine shillings one black mare of the price of ten pounds one gray mare  
of the price of seven pounds seven shillings of the price of half three shil-  
lings one red linked cow of the price of four pounds ten shillings  
all of the Goods & Chattels of S<sup>r</sup> Titus and other Outrages on him committed  
against the Peace & also for that S<sup>r</sup> Abner & Perez at Southwicks on the  
thirtieth day of October in the year last aforesaid with force & Arms  
did take & carry away one Bull of the price of four pounds fifteen shil-  
lings of the Goods & Chattels of S<sup>r</sup> Titus against the Peace & also for  
that S<sup>r</sup> Abner & Perez at Southwicks on the twentieth day of March  
last with Force & Arms did make an Assault on him the said  
Titus & him did beat wound & abuse take & imprison & him in  
Prison then for a long Time to wit for the space of twenty days from  
thence next ensuing without any lawful Cause & against the  
Law did detain contrary to Law &c. Also for that S<sup>r</sup> Abner & Perez  
at Southampton in S<sup>c</sup> County on the twenty eighth day of August last  
with Force & Arms did make an Assault on the Body of him the said  
Titus and him did then & there beat wound & abuse take & imprison  
and him in Prison then for a long Time to wit from the 2<sup>d</sup> twenty  
eighth day of August untill the Day of the purchase of this Writ  
without any lawful Cause & against Law did detain against the  
Peace &c. to the Damage of said Titus One hundred pounds

This Case was commenced before Court Shunk Esq. Just. Pac. and is now bro't  
up to this Court as the Statute in such Case made provides. The Plff  
appears by Caleb Strong Esq. his Att. & the Defts come & defend the Force and  
Injury &c. and say they are not guilty in Manner & Form as the  
Plff hath set forth in his Declaration & thereof put themselves on the  
Country. And S<sup>r</sup> Titus by Caleb Strong Esq. replying says that  
the Defts Plea and the Matters therein contained are not sufficient in  
Law &c. & thereof prays Judgment. And the Defts say this Plea  
is sufficient. Whereupon all & singular the Demises  
being seen and by the Court here fully understood & as usual  
as it appears that the Plea aforesaid of the S<sup>r</sup> Abner & Perez by  
them above pleaded and the Matters therein contained are a full  
and sufficient answer to the Declaration of the said Titus and  
and that the said Titus by his Plea aforesaid ought to receive  
Nothing. Wherefore it is considered that S<sup>r</sup> Abner & Perez  
do answer against S<sup>r</sup> Titus their Costs taxed at £  
Whereupon S<sup>r</sup> Titus by his Att. aforesaid appeals from the  
Judgment of this Court to the Supreme Judicial Court to be  
holden at Northampton in & for the County of Hampshire  
on the last Tuesday of April next and he recognizes  
with Sureties for S<sup>r</sup> Titus prosecuting his Appeal with  
Effect as by said Recognizance on File does appear



Thompson  
N<sup>o</sup> 79.  
Noah Thompson of Palmer in the County of Hampshire Plaintiff  
James Niven of Greenock in the same County Defendant  
Deb<sup>t</sup> for that s<sup>d</sup> James at Palmer aforesaid on the fifth day of May in the  
Year of our Lord One Thousand Seven Hundred & eighty eight by his Bond  
of that Date sealed with his seal & in Court to be produced bound him  
self to the s<sup>d</sup> Noah in the Sum of One hundred pounds of good & lawful  
Money of the Commonwealth of Massachusetts to be paid to s<sup>d</sup> Noah or  
his certain Att<sup>y</sup> his Executors Administrators or Assigns to which  
payments well & truly to be made s<sup>d</sup> James did then & there  
bind himself his Heirs Executors Administrators & s<sup>d</sup> James  
the often requested hath never paid the s<sup>d</sup> Bond or any part  
thereof but neglects it to the Damage of said Noah One hundred  
pounds This Case was commenced before Ephraim Wight Esq<sup>r</sup>  
Just<sup>ice</sup> of the Peace and is now bro<sup>t</sup> up to this Court agreeably to the Statute  
in such Case made. The Plea appears by Caleb Strong Esq<sup>r</sup>  
his Att<sup>y</sup> and the Deft<sup>d</sup> comes & prays Oyer of the Bond &c  
and moves that this Case may be continued to the next Term  
and it is considered by the Court that y<sup>e</sup> s<sup>d</sup> Parties have  
Day here in Court untill the last Tuesday of August next

Wacht  
Bennet  
N<sup>o</sup> 80.  
Whereas suit was bro<sup>t</sup> by Elijah Wacht against Phineas  
Bennet both of Northfield in the County of Hampshire before  
said Wacht Esq<sup>r</sup> We the Subscribers being mutually chosen  
by the Parties for a final Determination in the Cause, beg Leave  
to report, that We have duly notified the said Parties & have fully  
examined & duly considered the Proofs & Allegations of the  
Parties do for the setting said Controversy between them in  
Manner following that is to say first We do award & order  
that the said Phineas Bennet pay to s<sup>d</sup> Elijah Nine pounds  
fourteen shillings lawful Money, also twelve shillings and  
eleven pence Cost before the Justice & two shillings for the Rule  
of Court likewise ten shillings for Cost of Defence and  
that each of the Parties pay their own Evidence & the Cost of  
the Court to be taxed by the Court David Billings Sen<sup>r</sup>  
Putbridge Lem<sup>th</sup> Dubois &c. While s<sup>d</sup> Award is accepted &  
it is considered by the Court that s<sup>d</sup> Elijah do recover against  
said Phineas Nine pound fourteen shillings Damages and  
Costs taxed at £ 25. 6. & the Costs of the Cause £ 6. 10. 0

Prentice  
Cary  
N<sup>o</sup> 81.  
Shunbly s<sup>r</sup> Samuel Prentice of Northfield in the County of  
Hampshire Plaintiff that at a Court holden before Aaron Whitney  
Esq<sup>r</sup> one of the Justices of the Peace in & for s<sup>d</sup> County of Hampshire on  
the 28<sup>th</sup> day of October last 1788 he recovered Judgment against  
Josiah Cary of Spencer in the County of Worcester Trader for the  
Sum of twenty shillings & Six pence Damages & ten shillings Costs  
of Suit from which Judgment s<sup>d</sup> Cary appealed to this Court and  
hath failed to prosecute the same, he therefore prays Affirmation  
of s<sup>d</sup> Judgment with additional Damages & Costs Whereupon it  
is considered by the Court that s<sup>d</sup> Samuel do recover against said  
Josiah Twenty shillings & two pence law<sup>ful</sup> Money Damages & Costs taxed at  
£ 26. 9 & the Costs of s<sup>d</sup> Cause £ 10. 0. 0  
Given at the Court the 7<sup>th</sup> of May 1789



Know all Men by this present Writing that We Ben Smith David 105  
Ayres & David Smith all of Colrain in the County of Hampshire Gould  
being mutually chosen by Henry Gould & Lancelot Pierce of said  
Colrain Yeoman to determine on all Matters of dispute Debt Due  
& Demands of whatever Name or Nature subsisting between them  
having this Day attended the Business of our Appointment  
do judge & determine that s<sup>d</sup> Lancelot pay s<sup>d</sup> Henry twenty  
three shillings Debt & a further sum of twelve shillings Cost  
and We do finally award that s<sup>d</sup> Henry deliver to s<sup>d</sup> Lancelot  
two Forty five shillings & six pence on Tax Manner One  
wherein s<sup>d</sup> Lancelot is disposed to attend to receive the same  
Witness our hands & seals at Colrain this 17<sup>th</sup> day of December  
1787 Ben Smith & Seal David Ayres & Seal David Smith & Seal  
which s<sup>d</sup> Award is accepted & And it is considered by the  
Court that s<sup>d</sup> Henry do recover against s<sup>d</sup> Lancelot Twenty  
three shillings of lawful money Damages & Cost of Suit  
taped at £ 0. 14. 8 & three of s<sup>d</sup> Exoner p<sup>d</sup> Apr 30. 1789

¶ We the Subscribers being mutually chosen by William Lyon of Lyons  
Woodstock in the County of Windham State of Connecticut and  
Silvanus Lyon of Goshen County of Hampshire to hear judge and by our  
determine on a demand made by s<sup>d</sup> William on s<sup>d</sup> Silvanus hav<sup>ing</sup> p<sup>er</sup>  
ing heard the Parties their Pleas & Proofs Allegations & maturely consider  
ed the same do award that s<sup>d</sup> William recover of s<sup>d</sup> Silvanus  
Seventy six pounds with Cost of Arbitration taped at three pounds  
eight shillings & six pence Goshen Feb. 7 1789 W<sup>m</sup> Ward Ebenezer  
Small — which s<sup>d</sup> Award being now returned into Court  
is accepted and it is considered that s<sup>d</sup> William do recover  
against said Silvanus Seventy six pounds Tax p<sup>d</sup> Money Damages  
& Cost of Suit & taped at £ 4. 9. 9 & three of s<sup>d</sup>

Humbly shew Chisab B. Meritt Sam<sup>l</sup> T. Merick & Abigail Merick Mericks Ex<sup>ors</sup>  
Executors of the last Will & Testament of Noah Merick late of Wilbraham in  
the County of Hampshire De<sup>d</sup> That at a Court holden Yours  
before W<sup>m</sup> Scott Jr. Just. Pac<sup>al</sup> on the 23<sup>rd</sup> day of October A<sup>d</sup> 1788 they N<sup>o</sup> 84  
reversed Judgment in their s<sup>d</sup> Capacity against Joseph Jones of Wil  
braham & said Just<sup>ice</sup> for the sum of One pound four shillings &  
one penny Debt or Damage & Cost of Suit; from which Judgment  
he appealed to this Court & recognized to prosecute the same but  
failed to do so They therefore pray Affirmation of s<sup>d</sup> Judgment with  
additional Damages & Cost — Whereupon it is considered by the  
Court that said Executors in their s<sup>d</sup> Capacity do recover against s<sup>d</sup>  
Joseph One pound four shillings & eight pence Tax p<sup>d</sup> Money  
Damages & Cost of Suit taped at £ 2. 4. 8 & three of s<sup>d</sup>

Humbly shew Reuben Thayer that at a Court holden before Saylor  
William Holbrook Esq. Just. Pac<sup>al</sup> on the 8<sup>th</sup> day of December A<sup>d</sup> 1788  
he reversed Judgment against David Butler of Wilbraham in Buller  
said County Husbandman for the sum of three pounds four  
shillings Debt or Damage & Cost of Suit; from which Judgment s<sup>d</sup> David  
appealed to this Court but has failed to prosecute the same, he therefore pray, Af  
firmation of s<sup>d</sup> Judgment with additional Damages & Cost, Whereupon it is con  
sidered by the Court that s<sup>d</sup> Reuben do recover against s<sup>d</sup> David Three pounds  
and four pence Damages & Cost taped at £ 2. 8. 8 — Ex<sup>ors</sup> p<sup>d</sup> Feb 26. 1789



Fuller  
" "  
Shaler  
No 86.

Shumby shew David Butler that at a Court holden before Wm. Scott Esq. Just. Pac. on the eighth day of December A.D. 1788 he recovered Judgment against Ruben Shaler of Wilbraham in the County of Hampshire Cooper for the sum of One pound sixteen shillings & four pence Debt & Damages & Costs of Suit from which Judgment he appealed to this Court but failed to prosecute the same, he therefore prays Affirmation of the said Judgment with the addition of Damages & Costs. Whereupon it is considered by the Court that said David do recover against Ruben One pound sixteen shillings and four pence of lawful money Damages & Costs of Suit taxed at £1. 19. 9 & thereof. Exon. Feb. 26. 1789

Warrior  
" "  
Ludlow  
No 87.

We the Subscribers being appointed Referees in a Case wherein Samuel Warrior Junr is Plff and the Inhabitants of the Town of Ludlow are Defrs in an Action commenced before Moses Bliff Esq. & referred to us do award & determine after having heard the Parties their several Allegations & Proofs that the said Town of Ludlow pay to the Plff the sum of Ten pounds eight shillings lawful money Damages & Cost of this Reference taxed at One pound eleven shillings & four pence and Costs of Court to be taxed by the Court all which is humbly submitted Spring field Sept 22 1788 James Shaw Samuel Stebbins Which said Award is accepted and it is considered by the Court that the said Warrior do recover against the Inhabitants of Ludlow Ten pounds eight shillings of lawful money Damages & Cost of Suit & taxed at £3. 4. 1 & thereof. Exon. Feb. 23. 1789

Ashley  
" "  
Dewey  
No 88

Israel Ashley of Westfield Plff vs. Israel Dewey of the same Westfield Defrs in a Plea & in which Case the said Parties agreed to a Reference, & acknowledged the same before Warham Parks Esq. Just. Pac. The Referees above now bring into Court their Award in the Words following Viz. We the Subscribers chosen & appointed Referees & have attended the Service and having fully heard the Parties & their several Pleas Proofs & Allegations & mutually considered the same do award & determine that the Court named Israel Ashley on behalf of the S Town of Westfield recover Nothing on this Suit against the within named Israel Dewey all which is submitted Saml Mather John Alwater Moses Drake Which said Award is accepted and it is considered by the Court that the S Dewey do recover against S Ashley in his S Capacity his Costs taxed at £. & thereof.

Hatchcock  
" "  
Andrews  
No 89.

Shumby shew Seth Hatchcock of Ludlow in the County of Hampshire Plff that his Goods were attached at the Suit of John Andrews of Ware in the County of Hampshire Plff and was thereby summoned to appear before Wm. Scott Esq. on Thursday the 29th day of January last to answer to S John in a Plea of the Case. & S Seth appeared before S Justice & disputed S John's Demand & S John then in presence of S Justice was taxed S Seth to appear at this Term to answer to S John, which Suit the S John has failed to prosecute, he therefore prays he may be allowed his Costs & Whereupon it is considered by the Court that S Seth do recover against said John his Costs in respecting the Suit of said S John taxed at £1. 9. 0 & thereof. Exon. Mar 2. 1789

Apham  
" "  
Stone  
No 90

James Apham of Magerville in the County of Sunbury and Province of New Brunswick Trader Edward Apham of said Magerville Trader & John Williams of Deerfield in the County of Hampshire Plff vs. Elijah Billings late of Conway in the County of Hampshire Plff a Debtor & according to the Statute & Charles Stone



of the same borrowing of money, Father & Trustee of said Elijah  
 Deft in adhe of the Case for that S<sup>d</sup> Elijah at Springfield on the eighth  
 day of April in the Year of our Lord Twenteen hundred & eighty  
 four by his Note for Value rec<sup>d</sup> promised the Plffs by the  
 Name of William & Ephraim to pay them or Order Five pounds  
 lawful money on Demand with Interest. Yet S<sup>d</sup> Elijah the re-  
 vested has never paid the same but neglects it & hath abscon-  
 ded & with drawn himself out of the Common wealth & concealed  
 himself his Goods & Estate so that neither can be taken or attached  
 by the Plffs to the Damage of the Plffs Ten pounds  
 The Deft appears by John Coleman Genl<sup>l</sup> Pleas Att<sup>y</sup> and S<sup>d</sup> Elias  
 the Father & Trustee above named also comes into Court and being  
 sworn to make true answers to such Questions as should be asked  
 him touching this Case answers as follows, Quest. Had you  
 in your hands at the Time of the Service of this Writ upon you  
 any Goods Effects or Credits of Elijah Billings? Answer in the  
 Affirmative. I had. Quest. To what amount were they? Ans.  
 said Billings had at that Time two Notes of hand against me da-  
 ted in April 1786 for six pounds each on Interest payable in  
 Five Indian Corn a Buck Wheat the one payable on the first  
 day of January A<sup>d</sup> 1788 on which was paid the sum of Four  
 pounds six Shillings last Spring the other was payable on the first  
 day of January A<sup>d</sup> 1789. Question had you any other Goods Effects  
 or Credits of S<sup>d</sup> Billings in your hands besides what you have men-  
 tioned? Answer I had not. after all which it is consid-  
 ered by the Court that the S<sup>d</sup> Parties have Day here in Court until the  
 next Tuesday of August next

Anno Dy I shew James Shiring that on the eighth day of September Shiring  
 over took pass before Abi<sup>m</sup> Burbank Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> he rec<sup>d</sup> a  
 verdict Judgment against Samuel Stare of Southwick in Ware  
 said County of Hampshire for fourteen Shillings N<sup>o</sup> 91  
 and six pence from which Judgment S<sup>d</sup> Samuel app-  
 ealed to this Court & has failed to prosecute his S<sup>d</sup> Appeal  
 he therefore prays Affirmation of S<sup>d</sup> Judgment with additional  
 Costs &c. Whereupon it is considered by the Court that  
 said James do recover against said Samuel fourteen  
 Shillings & six pence Damages & Costs of Suit taxed at  
 L<sup>l</sup> 1. 5. 9 & thereof &c

Anno Dy I shew Phineas Wolworth that on the eighth day of Sept Wolworth  
 ember last he was served with a Process of Compulsion by Tim<sup>l</sup>  
 Palmer to appear before Oliver Phelps Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> on the 22<sup>d</sup> Palmer  
 day of September afores<sup>d</sup> to answer to the Demand of S<sup>d</sup> Timothy N<sup>o</sup> 92.  
 at which Time & Place S<sup>d</sup> Phineas app<sup>r</sup> and & disputed the Demand  
 of S<sup>d</sup> Timothy & S<sup>d</sup> Timothy in presence of S<sup>d</sup> Justice then & there  
 notified S<sup>d</sup> Phineas to appear at this Court & answer to the  
 aforesaid Demand but has failed to prosecute S<sup>d</sup> Process  
 Whereupon S<sup>d</sup> Phineas prays he may be allowed his Costs  
 Whereupon it is considered by the Court that S<sup>d</sup> Phineas do recover  
 against S<sup>d</sup> Timothy his Costs taxed at L<sup>l</sup> 14. 3 & thereof &c



Monkey Comp<sup>d</sup> Humbly shews Hannah Monkey that at a Court holden be  
fore Samuel Mathew Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> on the twenty sixth day  
of January A<sup>d</sup> 1789 She recovered Judgment against Biddad  
Fowler for three pounds fourteen shillings & three pence  
N<sup>o</sup> 93. Damages & Costs of Suit from which Judgment Biddad  
appealed to this Court & requested to prosecute the same but  
has failed so to do - She therefore prays Affirmation of the  
said Judgment with additional Damages & Costs  
Whereupon it is considered by the Court that S<sup>d</sup> Hannah do  
recover against S<sup>d</sup> Biddad Three pounds fourteen shillings  
and eight pence lawful Money Damages & Costs of Suit  
taxed at £2.6.7 & thereof de Exon<sup>d</sup> on 3<sup>d</sup> 1789

Wright's Admin<sup>r</sup> Humbly shews Debina Webb's Administrator on the  
Estate of Moses Wright late of Springfield died that the debts  
due from s<sup>d</sup> Estate exceed the amount of the personal Estate  
Real Estate the sum of One hundred & forty pounds nine shillings & four  
pence that the whole amount of the Real Estate of s<sup>d</sup> Deceased  
as inventoried is One hundred & seventy eight pounds eight  
shillings which is subject to the Widow's Right of Dower therein  
& that the amount of Administration is not included in said  
Amount of Debt as appears by a Certificate of the Register of  
Probate hereunto exhibited - He therefore prays he may be  
directed to sell the whole of the Real Estate of s<sup>d</sup> Deceased subject  
to the Widow's Right of Dower pursuant to the Directions of the  
Law in such Cases &c - Whereupon it is considered by the Court  
that said Debina be & he hereby is empowered to make sale of the  
whole of the Real Estate of said Moses Deceased agreeably to the Prayer  
of his S<sup>d</sup> Petition he be in observing the Directions of the Law re  
lating to such Sales

Fowler David Fowler Esq<sup>r</sup> of Southwick in the County of Hampshire Gent<sup>l</sup>  
Rose Uz<sup>r</sup> is Zebulon Rose of Nowick in the County of said Yeoman Deft<sup>r</sup>  
in a Plea de which Case was commenced before Edward Walker  
Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> & the S<sup>d</sup> Parties entered into a Rule before Oliver Phelps Esq<sup>r</sup>  
Just<sup>s</sup> Pac<sup>s</sup> to refer this Case to the Determination of David Monkey Esq<sup>r</sup>  
S<sup>d</sup> David Scott & W<sup>m</sup> Shepard Esq<sup>r</sup> - which S<sup>d</sup> Referee now send into  
Court their Award as follows. Viz. At the Subscribers Referees having  
having notified & fully heard the Parties &c determine that S<sup>d</sup> David Fowler  
Esq<sup>r</sup> recover against S<sup>d</sup> Zebulon Seven pounds three shillings & one  
penny & Costs of Reference taxed at Two pounds three shillings & four  
pence the Justices fees & Costs of Court to be taxed by the Court and  
that this Award be a final Settlement of the Demand made by S<sup>d</sup>  
David agreeable to the Rule - W<sup>m</sup> Shepard & that David Monkey  
& that which S<sup>d</sup> Award is accepted & it is considered by the  
Court that said David do recover against S<sup>d</sup> Zebulon Seven pounds  
three shillings & one penny lawful Money Damages & Costs of Suit de  
taxed at £3.12.6 & thereof de Exon<sup>d</sup> on 2<sup>d</sup> 1789

Fowler Biddad Fowler of Westfield in the County of Hampshire Yeoman Uz<sup>r</sup>  
Guinn Esq<sup>r</sup> is Samuel Mathew of the same Westfield Esq<sup>r</sup> & joint Executor with John  
N<sup>o</sup> 96. Mosley late of s<sup>d</sup> Westfield Gent<sup>l</sup> deceased of the last Will & Testament of  
Elizabeth Guinn late of s<sup>d</sup> Westfield Widow deceased Deft<sup>r</sup> in a Plea of  
the Case for that whereas S<sup>d</sup> Elizabeth Guinn Testatrix was in her  
last Will &c on the first day of February in the Year of our Lord  
One thousand seven hundred & sixty one indebted to S<sup>d</sup> Biddad in



the sum of Three pounds five shillings & eleven pence according to assigned  
assent, she at S<sup>d</sup> Westfield on the same Day promised S<sup>d</sup> Biddad to pay him  
the same sum on Demand with Interest. Also whereas afterwards on the same  
first day of February in Consideration S<sup>d</sup> Biddad had before that Time & in  
several Instances & Request of S<sup>d</sup> Elizabeth in her Life Time sold & delivered her  
divers Articles of Merchandise other than those mentioned, she S<sup>d</sup> Elizabeth  
promised S<sup>d</sup> Biddad to pay him therefor so much Money as they were  
reasonably worth at the Time of the Sale & Delivery thereof on Demand  
Now said Biddad saith S<sup>d</sup> Elizabeth at the Time of Sale & Delivery were  
reasonably worth one other sum of Four pounds eighteen shillings &  
nine pence, whereof S<sup>d</sup> Elizabeth in her Life Time had due Notice and  
and promised S<sup>d</sup> Biddad to pay him S<sup>d</sup> last mentioned sum  
on Demand. Yet said Elizabeth in her Life Time never paid  
either of said sums to S<sup>d</sup> Biddad the requested nor did the afore  
mentioned John Morley & Samuel Mathers joint Executors as  
aforesaid in the Life Time of the S<sup>d</sup> John Morley & since the Death  
of S<sup>d</sup> Elizabeth ever pay S<sup>d</sup> Biddad either of said sums, nor hath the  
S<sup>d</sup> Samuel as sole surviving Executor since the Death of S<sup>d</sup> John  
ever paid S<sup>d</sup> Biddad either of said sums or the Interest, but they have  
all ever neglected & refused to do the same to the Damage of said  
Biddad Twenty pounds. This Case was commenced before Edward  
Walker Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> and is now bro't up to the Court agreeably  
to the Statute in such Case provided. The Parties appear and  
the Case is continued by Order of the Court untill the next Tuesday  
of August next.

Humbly shew Caleb Strong Esq<sup>r</sup> that at a Court holden before Strong Es<sup>r</sup>  
 David Marley Esq<sup>r</sup> one of the Justices of the Peace in & for County of  
 on the Sixth day of October 1788 hereovered Judgment against Walker Es<sup>r</sup>  
 Edward Walker Esq<sup>r</sup> for Two pounds six shillings & six pence Damages  
 and Costs of Suit from which Judgment he appealed to this Court and  
 N<sup>o</sup> 97  
 recognized to prosecute the same but failed so to do, he therefore prays  
 Affirmation of s<sup>d</sup> Judgment with additional Damages & Costs  
 Whereupon it is considered by the Court that s<sup>d</sup> Caleb do recover  
 against s<sup>d</sup> Edward Two pounds seven shillings & four pence Law Fees  
 Damages & Costs of Suit taxed at £ 2. 2. 11 x the said Exp<sup>ts</sup> Feb 24 1789

Shumbly shew Joshua Fuller of Sudlow in the County of Hampshire Joun<sup>r</sup> Fuller  
that at a Justices Court held b<sup>e</sup>fore Caleb Clarke Esq<sup>r</sup> one of the Justices of the County of  
Dorset for s<sup>d</sup> County on the 8<sup>th</sup> day of September 1788 he moved Gibbs  
Judgment against Ebenezer Gibbs of ~~Warrington~~ <sup>Warrington</sup> in the same County No 98  
Person for three pounds seventeen shillings Damages & Costs from  
which Judgment s<sup>d</sup> Ebenezer appealed to this Court & hath failed  
to prosecute the same He therefore prays Affirmation of said  
Judgment with additional Damages & Costs — Whereupon it  
is considered by the Court that s<sup>d</sup> Joshua do move against said  
Ebenezer Three pounds seventeen shillings of Law<sup>d</sup> Money Da  
mages & Costs of which Taxed at £1<sup>1</sup> 18<sup>6</sup> & the cost of a  
Exonif<sup>r</sup> Feb. 23<sup>d</sup> 1789







Enoch Chapin of Springfield in the County of Hampshire Year<sup>71</sup>  
 J<sup>th</sup> & Jacob Ward of W<sup>th</sup> Albraham in the same County Year<sup>71</sup> Chapin  
 The Parties having entered into a Rule of Reference before W<sup>th</sup> Ward  
 Esq<sup>r</sup> Just<sup>ice</sup> of the P<sup>er</sup>: the P<sup>er</sup>: Referees now bring into Court their Award N<sup>o</sup> 102  
 as follows With the Subscribers having taken upon themselves the Duty then  
 of hearing & determining this Controversy having heard the Parties  
 do award & determine that Enoch recover against Jacob thirty  
 five shillings Damages & Costs of Reference amounting to thirty five  
 shillings & four pence & Costs of Court to be taxed by the Court as  
 in Cases where more than four pounds are recovered all which  
 is submitted Spring<sup>st</sup>. Feb. 12. 1789 W<sup>th</sup> Chunks W<sup>th</sup> Esq<sup>r</sup> Just<sup>ice</sup>  
 which Award is accepted and it is considered by the Court  
 that Enoch do recover against Jacob thirty five shillings & four  
 pence lawful Money Damages & Costs of Suit as taxed at £2.14.0  
 & Value of &c

Joseph Lyman Jun<sup>r</sup> of Northampton<sup>County</sup> is now admitted to Mr Lyman  
 be an Attorney at Law & took & subscribed the Oaths required admitted  
 by the Constitution & Law of this Commonwealth to qualify to practice  
 him to practice as an Att<sup>y</sup> in this Court as an Att<sup>y</sup>

The foregoing Judgments Orders &c being made  
 and entered up in manner as aforesaid & then the  
 Court adjourned without Day  
 Attest Rob<sup>t</sup> Breck Ch<sup>er</sup>



# Commonwealth of Massachusetts

Hampshire Co

August  
Term  
1789

At the Court of Common Pleas holden at  
Northampton in and for the County of Hamp-  
shire on the Tash Tuesday of August being the  
25<sup>th</sup> day of said Month and from Day to Day  
to the 31<sup>st</sup> day of the same Month Anno Dom.  
1789

Justices of the said Court  
present

Eleazer Porter Esq<sup>r</sup>

John Bliss Esq<sup>r</sup>

Samuel Mather Esq<sup>r</sup>

Abraham Burbanks Esq<sup>r</sup> } Special

Justin Ely Esq<sup>r</sup> } Justices

Trails Palmer is Woodworth 2<sup>d</sup>  
by his is by his - 3<sup>d</sup>.

Jury of Trials

Joseph White Esq<sup>r</sup> Forem. J. Ad.

Esqr. Clap } No

Luke Lyman

Jonah Cowls - - - - - Lev.

Sam<sup>l</sup> Wright - - - - - Mon

Willard Smith - - - - - Ad

John Nash - - - - - Wm. Br.

Amariah Darrow No<sup>r</sup>

Aaron Bell - - - - - Esq

Salmon Gunn - - - - - Mon

Sam Burkh - - - - - Spr.

Erwin Shaw - - - - - Wm

Joseph Hill abt. - - - - - Wm

James Bates abt. - - - - - Esq.

Brown  
Bates & Co

Jonathan Brown Jun<sup>r</sup> of Brimfield in the County of Hampshire Gent<sup>l</sup>  
Plff is Samuel Bates Husbandman Samuel Bates Gent<sup>l</sup> & John Sherman  
Gent<sup>l</sup> all of the same Brimfield Defts in a Plea de as is of Record  
heretofore The Plff appears by Abner Morgan Esq<sup>r</sup> his Att<sup>r</sup> and  
the Defts by Samuel Bates & they agree to a further Continuance  
of this Case for Judgement - And it is considered by the Court,  
that they have Dae accordingly on till the Second Tuesday of  
February next

Alwood  
Seals

Phineas Alwood of East Hampton in the County of Hampshire  
Plff is Elisha Seal of the same East Hampton Gen<sup>l</sup> Defth  
in a Plea de as is of Record heretofore - The said Parties now  
appear, and the Referees heretofore chosen by the Parties to deter-  
mine this Case with all Demands subsisting between them now  
sent into Court this Award in the Words following Viz  
We the Subscribing Referees de, having fully heard the Parties  
& their several Pleas Proofs & Allegations & having duly considered  
the same do judge determine & award that the said Elisha  
Seal pay to the said Phineas Alwood Twenty five pounds  
in full of all Demands & the Cost of this Reference being  
three pounds six shillings & the Cost of Court to be taxed by  
the Court E. Porter Isaac Chapin & Stenshaw Referees.



Which said Award is accepted, and it is by the Court con- sidered that said Phineas do recover against said Eliza Twen- ty five pounds of lawful money Damages & Costs of Suit taxed at £6.4.1 & therefor Exon<sup>d</sup> Sep<sup>r</sup> 4. 1789 - 109

John Phelps of Westfield in the County of Hampshire Gent<sup>l</sup> Phelps v. Roland Parks of the same Westfield Gent<sup>l</sup> Debt in a Plea de as is of Record heretofore - The Debt being now three Times publicly called to come into Court is now with the Debt defaulted & the Action is dismissed

Let the Court of Suffolk in the County of Hartford & State of Con- necticut of Roman Phelps Samuel Robinson of Granville in the County of Hampshire Gent<sup>l</sup> Debt in a Plea de as is of Record August Term A.D. 1788. The said Parties appear & agree to a further Continuance under the same Rule as heretofore entered into and it is so ordered by the Court that they have Day here in Court until the Second Tuesday of February next

James Mivens of Greenwich in the County of Hampshire Gent<sup>l</sup> Mivens v. Silvanus Howe of the same Greenwich Gent<sup>l</sup> Debt in a Plea de as is of Record heretofore the Parties appear & the References to whom this case was at a former Term submitted now send into Court their Award in the Words following Viz - The References within named having fully heard the Parties within mentioned with their respective Pleas & Allegations and fully considered the same do judge award & determine that the said James Mivens shall recover of the said Silvanus Howe One hundred & twenty three pounds ten shillings & eight pence lawful Money Damages in full of all Demands against the said Silvanus to the Time of entering into the Rule of Reference, and also the Costs of Reference taxed at Four pounds sixteen shillings & ten pence with Costs of Court to be taxed by the Court all which is humbly submitted July 8. 1789 Hon<sup>ble</sup> Durgis Luke Bluff Justice of the Peace - Which said award having been published is accepted, and it is therefor considered by the Court that said James do recover against said Silvanus One hundred twenty three pounds ten shillings & eight pence of lawful Money Damages & Costs of Suit taxed at £9.18.6 & therefor Exon<sup>d</sup> Sep<sup>r</sup> 4. 1789

Silvanus Howe of Greenwich in the County of Hampshire Gent<sup>l</sup> Howe v. James Mivens of the same Greenwich Gent<sup>l</sup> Debt in a Plea de as is of Record heretofore The Parties appear & the References to whom this case was submitted now bring into Court their Award - to wit, that neither party recover any thing against the Other in this case - Whereupon it is considered by the Court that said Award be accepted and that neither the said Parties recover any thing against the Other in this case



Lymann  
as  
Dixey

Phineas Lymann of Hadby in the County of Hampshire Gent<sup>l</sup> v<sup>s</sup> W<sup>m</sup> Nath Dixey of Southampton in the same County German Debt in a Plea as is of Record heretofore. The Pl<sup>t</sup> appears and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance. And whereupon it is considered by the Court that said Phineas do recover against said Nath Eight pounds thirteen shillings of lawful Money Damages and Costs of Suit taxed at £ 1. 17. 6 of a third part. Sept<sup>r</sup> 21. 1789.

Sykes  
as  
Sykes

Reuben Sykes of Wilbraham in the County of Hampshire German v<sup>s</sup> John Jones Sykes of the same Wilbraham Husbandman Debt in a Plea as is of Record heretofore. The Pl<sup>t</sup> appears by Abner Morgan Esq<sup>r</sup> and the Def<sup>t</sup> by Phineas Meritt Gent<sup>l</sup> his Att<sup>r</sup> comes & defends the Title & Injury when he and for Plea says he is not guilty in Manner & Form as the Pl<sup>t</sup> in his said Writ & Declaration hath alleged & of this puts himself on the Country. And the said Reuben likewise; whereupon a Jury being returned & impannelled & sworn & the Law directs to try the Issue declare upon their Oaths that they find the Def<sup>t</sup> is not guilty. Whereupon it is considered by the Court that the said John Jones Sykes do recover against the said Reuben his Costs taxed at Seventeen pence five shillings & two pence. And whereupon the said Reuben in his own Person here in Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and here recognises with the Justice as the Law directs for his prosecuting his said appeal with Effect as by said Recognizance on File does appear.

Hobman  
as  
Fairbanks

Oleiver Hobman of Brookfield in the County of Worcester Gent<sup>l</sup> v<sup>s</sup> Adam Fairbanks of Worcester in the County of Hampshire Husbandman Debt in a Plea as is of Record heretofore. The Pl<sup>t</sup> being now three Times publicly called in Manner & the Def<sup>t</sup> is defaulted & the Action is dismissed.

Colburn  
as  
Ainsworth

Benjamin Colburn of Stafford in the County of Tolland & State of Connecticut Gent<sup>l</sup> v<sup>s</sup> Nathan Ainsworth of Wilbraham in the County of Hampshire Husbandman Debt in a Plea as is of Record heretofore. The Parties appear & the Justices in this Case now bring into Court their Award as follows Viz We the Justices do having heard the said Parties their Pleas & Proffs & Allegations & having maturely considered the same are of Opinion said Benjamin Colburn has not supported his Demand in said Action against said Nathan Ainsworth & do therefore award & order that the said Nathan Ainsworth recover against said Benjamin Colburn the Cost of this Reference taxed at Two pounds four shillings & two pence and Cost of Court to be taxed by the Court all which is humbly submitted. Monson April 9. 1789 J<sup>st</sup> J<sup>st</sup> Josiah Shaw Nathan Johnson Esq<sup>r</sup> which said Award is accepted and it is thereupon considered by the Court that said Nathan do recover against said Benjamin his Costs in defending the Subj<sup>t</sup>. Benjamin taxed at Three pounds eleven shillings & seven pence. Whereupon said Benjamin appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and said Benjamin recognises with the Justice as the Law directs for said Benjamin prosecuting his said appeal with Effect as by said Recognizance on File does appear.



Superior of Palmer in the County of Hampshire Husbandman. Plff  
 21. Ichabod Darling of Belcherstown in the same County Husbandman Deft Trask  
 in a Plea as is of Record heretofore. The Parties appear & the Referee  
 in this case now send into Court their award as follows. We the Sub  
 scribers Referee & having given due Notice to the Parties met at the Dwel  
 ling House of William Scott Esq. in Palmer on the twelfth day of May  
 Instant. The Plff appeared and after a full hearing of him & his Witnesses  
 and mature Consideration thereon We are of Opinion & do award & deter  
 mine that the said Super Trask recover against the s<sup>d</sup> Ichabod Darling  
 the Sum of Ten pounds five shillings & ten pence lawful Money Dam  
 age & Cost of Court & Referee, the Costs of Court to be taxed by the  
 Court & Costs of Referee being Nine pounds nine shillings & one  
 penny all which is submitted Doughty Foster May Jackson Elgar  
 Doughty. Which said Award being read is not accepted  
 It is further considered by the Court that this Case be continued to  
 the next Term the Second Tuesday of February next

John Phelps of Westfield in the County of Hampshire Gent. Plff Phelps  
 Roland Parks of the same Westfield Gent. Deft in a Plea as is  
 of Record heretofore. The Plff being three Times called to come into  
 Court is Nonvult the Deft defaulted & the Action is dismissed

Aaron Graves Gent. Samuel Graves Yeoman & James King Yeoman  
 all of Palmer in the County of Hampshire. Plffs vs Abraham Woodworth  
 of Wilbraham in the County of Hampshire Housewright Deft in a Plea  
 as is of Record heretofore. The Plffs appear by their Attorney Esq.  
 their Att. and the Deft the three Times publicly called to come into  
 Court makes Default of Appearance here. Wherefore it is con  
 sidered by the Court that said Aaron Samuel & James do  
 recover against said Abraham Thirteen pounds seven shillings  
 & ten pence of lawful Money Damages & Costs of Court taxed all  
 & not but & thereof &c. Exon. Sept 10. 1789

John Lumb of Wilbraham in the County of Hampshire Hatter  
 Plff vs John Barber of West Springfield in the same County Yeoman Barber  
 Deft in a Plea as is of Record as a former Term

The said Parties appear by their Att. and agree that this Case be  
 continued under the Rule of Reference heretofore enter'd into  
 to the next Term. And it is considered by the Court that they  
 have Day here in Court on the Second Tuesday of Febru  
 ary next

Roland Parks of Westfield in the County of Hampshire Gent. Plff Parks  
 John Phelps of the same Westfield Gent. in a Plea as is of Record Phelps  
 heretofore. The Plff being now three Times called is Nonvult the  
 Deft defaulted & the Action is dismissed

Phineas Woodworth of Granville in the County of Hampshire Plff vs  
 John Palmer of Suffield & under Deft in a Plea as is of Record Palmer  
 heretofore. The Plff being three Times called is Nonvult the Deft def  
 ulted & the Action dismissed

John Atwater of Westfield in the County of Hampshire Tinner Plff Atwater  
 vs Ezra Chap of the same Westfield Gunkeeper Deft in a Plea as is of Chap  
 Record heretofore. The Plff being called is Nonvult the Deft defaulted  
 and the Action dismissed



A Fowler  
D Fowler Jun<sup>r</sup> Abner Fowler of Southwick in the County of Hampshire Yeoman Plff<sup>r</sup> v. David Fowler Jun<sup>r</sup> of the same Southwick Yeoman Def<sup>t</sup> in a Plea as is recorded herebefore. The Plff being three Times called to come into Court in Worcester the Def<sup>t</sup> defaulted and the Action is dismissed

Clark  
Dickinson<sup>vs</sup> Thomas Clark of Hartford in the County of Litchfield & State of Connecticut Plff<sup>r</sup> v. Richard Dickinson of Granville in the County of Hampshire Gent<sup>l</sup> The said Parties appear & agree that this Case be continued to the next Term & thereupon it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Trick  
Sanderson<sup>vs</sup> Caleb Trick of Warwick in the County of Hampshire Yeoman Plff<sup>r</sup> v. David Sanderson of Petersham in the County of Worcester Gent<sup>l</sup> Def<sup>t</sup> in a Plea as is of Record herebefore. The Plff being three Times called is non suit the Def<sup>t</sup> defaulted & the Action is dismissed

Whittemore  
Wells<sup>vs</sup> Daniel Whittemore of Kinderland in the County of Hampshire Esq<sup>r</sup> Plff<sup>r</sup> v. David Wells of the same in the same County Esq<sup>r</sup> Def<sup>t</sup> in a Plea as is of Record herebefore. The Plff being now three Times publicly called is non suit the Def<sup>t</sup> defaulted & the Action is dismissed

Butler  
Billings<sup>vs</sup> Benjamin Clark Cutler of Boston in the County of Suffolk March Plff<sup>r</sup> v. Eben<sup>r</sup> Billings late of Woburn in the County of Middlesex Yeoman an absconding Debtor & Salvor Junor of the same Woburn Yeoman his Agent & Factors Def<sup>t</sup> in a Plea as is of Record herebefore. The Plff being now three Times publicly called is non suit & the Def<sup>t</sup> defaulted & the Action is dismissed

Strong  
Selden & Leg<sup>al</sup> Simon Strong of Amherst in the County of Hampshire Esq<sup>r</sup> Plff<sup>r</sup> v. Nathaniel Selden of Ashfield in the same County Plff<sup>r</sup> & aborn & absconding Debtor & John Selden of the same Ashfield Yeoman his Agent & Def<sup>t</sup> in a Plea as is of Record herebefore. The Plff appears and it is ordered by the Court that this Case be continued to the next Term

Narramore  
Lyon<sup>vs</sup> Deborah Narramore of Goshen in the County of Hampshire Widow Plff<sup>r</sup> v. William Lyon of the same Goshen Gent<sup>l</sup> Def<sup>t</sup> in a Plea as is of Record herebefore. The Parties appear and it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Clarke  
Chapin<sup>vs</sup> Paul Clarke of Lyden in the County of Hampshire Yeoman Plff<sup>r</sup> v. Hezekiah Chapin of Bernardston in the same County Yeoman Def<sup>t</sup> in a Plea as is of Record herebefore. The Parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Hemmingway  
Park<sup>vs</sup> Joshua Hemmingway of New Salem in the County of Hampshire Plff<sup>r</sup> and man Plff<sup>r</sup> v. Samuel Park of Holliston in the County of Middlesex Gent<sup>l</sup> Def<sup>t</sup> in a Plea as is of Record herebefore. The Plff being three Times called is non suit. The Def<sup>t</sup> appears & prays for a Continuance and it is considered by the Court that Samuel do not be a witness. Joshua his Co<sup>l</sup> taped at seven pound, John Williams a Co<sup>l</sup> pence. Ex<sup>hib</sup> Jan 8. 1790



James Dix Gent<sup>l</sup> & Abner Sanderson Gent<sup>l</sup> both of Waltham in the County of Middlesex Plffs vs Peter Ball of the same Waltham Gent<sup>l</sup> in above Dix vs. Ball  
 said Debtor & Ruben Shattuck of Woburn in the County of Hampshire Husbandman Attorney Agent & master to Peter Ball The Plff now appears, and it is considered by the Court that this case be continued to the next Term

Herbert & Elphabel Dickinson both of Deerfield in the County of Hampshire Administrators on the Estate of George Herbert late of Deerfield aforesaid deceased Appellants vs Thomas Tietjen of New Britain in the County of Worcester Physician Appellee  
 The Appellants appear by Henry Merick Gent<sup>l</sup> their Att<sup>y</sup> & the Appellee being three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the said Herbert & Elphabel do recover against said Thomas their Costs taxed at Two pounds nineteen Shillings & eleven pence & three of &c

Exon if a Sep<sup>r</sup> 10. 1789

Ephraim Robbins of Warwick in the County of Hampshire Husb<sup>l</sup> vs Joseph Goodell of the same Warwick Husb<sup>l</sup> Defendant Plff & Joseph Goodell of the same Warwick Husb<sup>l</sup> Defendant Plff in a Plea as is of Record here to fore - The Plff appears by John Baneh Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called to come into Court, makes Default of appearance here Wherefore it is considered by the Court that the said Ephraim do recover against P Joseph

Damages & Costs of Suit taxed at £ 3 three of &c

Isaac Smith of Warwick in the County of Hampshire Plff vs Nicholas Walt of the same Warwick Husb<sup>l</sup> Defendant Plff in a Plea as is of Record here to fore - The Plff being three Times called in Court the Def<sup>t</sup> defaulted and the Action is dismissed

Isaac Moulton of Hampton in the County of Rockingham & State of New Hampshire Widow & Thomas Leavitt of Northampton Lyman in P County of Rockingham Gent<sup>l</sup> Executors of the last Will and Testament of Jonathan Moulton Esq<sup>r</sup> late of P Hampton deceased Plffs vs Caleb Lyman of Northfield in the County of Hampshire Field Maker Def<sup>t</sup> in a Plea as is of Record here to fore - The Plff being three Times called to come into Court are Nonvith the Def<sup>t</sup> defaulted & the Action is dismissed

Amos Whitney of Northfield in the County of Hampshire Esq<sup>r</sup> Plff vs Samuel Wirt of Walpole in the County of Cheshire & State of New Hampshire Husb<sup>l</sup> Defendant Def<sup>t</sup> in a Plea as is of Record here to fore - The Parties appear & agree to a continuance more of this case - and it is considered by the Court that the s<sup>d</sup> Parties have Day here in Court untill the second Tuesday of February next

Silas Gill of Concord in the County of Middlesex Husb<sup>l</sup> Defendant Plff vs David Quinton of Walpole in the County of Cheshire & State of New Hampshire Husb<sup>l</sup> Defendant Def<sup>t</sup> in a Plea as is of Record here to fore - The Parties appear & agree to a continuance of this case And it is considered by the Court that they have Day here in Court untill the second Tuesday of February next



Foster  
D. Foster

David Foster of Southwick in the County of Hampshire Gent. Plaintiff David Foster of the same Southwick Defendant Debt in a Plea as is of Record herebefore. The Parties appear & agree to a continuance of this Case. And it is considered by the Court that they have Day here in Court until the Second Tuesday of February next.

Perkins  
M.  
Howers

John Perkins of West Springfield in the County of Hampshire Plaintiff M. Samuel Howers Esq. & others Debt in a Plea as is of Record herebefore. The Parties appear & agree to refer this Case to the Judgment & Determination of John Ingersoll Esq. Jos. Wm. Lyman & M. John King, the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly. And it is considered by the Court that the Agreement aforesaid of the Parties be a Rule of this Court in this Case. and that they have Day here in Court until the Second Tuesday of February next.

Roberts  
M.  
Whitton

Lemuel Roberts of Simsbury in the State of Connecticut Esq. Plaintiff James Whitton of Plainville in the County of Hampshire Defendant Debt in a Plea as is of Record herebefore. The Parties appear & agree that the Rule of Reprieve herebefore entered into be discharged & it is accordingly discharged. And it is considered by the Court that the Parties have Day here in Court until the Second Tuesday of February next.

Foster  
M.  
Drake

Abel Foster of Westfield in the County of Hampshire Plaintiff M. Drake of Westfield Defendant Debt in a Plea as is of Record herebefore. The Parties appear & it is considered by the Court that they have Day here in Court until the Second Tuesday of February next.

Mather  
M.  
Barnister

Timothy Mather of Northampton in the County of Hampshire Plaintiff Christopher Barnister of Coshu in the County aforesaid Defendant Debt in a Plea as is of Record herebefore. The Plaintiff appears & prays Judgment. And it is thereupon considered by the Court that Timothy do recover against Christopher One hundred thirty one pounds six shillings & nine pence of lawful Money Damages & Costs of Suit taxed at £ 120 & 10s & 6d.

Bates  
M.  
Sunderwood

Lemuel Bates of Brimfield in the County of Hampshire Plaintiff Charity Sanborn of Cambridge in the County of Middlesex Defendant Debt in a Plea as is of Record herebefore. The Parties appear & on the Motion of the Defendant it is considered by the Court that this Case be continued to the next Term without any Costs to the Defendant.

Baobish  
M.  
Shaw

Erasmus Baobish of Fairbridge in the County of Worcester Plaintiff John Shaw & Aaron Cadwell both of Wilbraham in the County of Hampshire Defendants Debt in a Plea as is of Record herebefore. The Plaintiff appears & the Defendants the three Times mutually called to come into Court make Default of Appearance. And therefore it is considered by the Court that the Plaintiff do recover against the Defendants Eighteen pounds & eleven shillings & nine pence of lawful Money Debt & Costs of Suit taxed at £ 3. 2. 2 & 10s & 6d.  
Executed Sep. 5. 1789



Simon Rogers of Springfield in the County of Hampshire Husbandman <sup>112</sup>  
vs. Elias Underwood of the same Springfield Husbandman Deft in a Plea as  
is of Record heretofore. The Plff appears & the Deft the three Times publicly  
called to come into Court makes Default of Appearance here Wherefore  
it is considered by the Court that said Simon do recover against said  
Elias seven pounds seven shillings & nine pence of lawful money Da-  
mages & Costs of Court taxed at £ 4-12-3 & thereof & —

Exon<sup>d</sup> Sep<sup>r</sup> 5. 1789

Elijah Darling of Palmer in the County of Hampshire Husbandman Darling  
vs. Joseph Shearer of the same Palmer Husbandman Deft in a Plea as  
is of Record heretofore. The Plff being three Times called to come into  
Court is Nonprossit the Deft defaulted & the Action is dismissed

Timothy Palmer of Springfield in the County of Hartford & State of Conn<sup>t</sup> <sup>Palmer</sup>  
vs. John Woodworth of Granville in the County of Ham<sup>ps</sup> <sup>Woodworth</sup>  
Husbandman Deft in a Plea as is of Record heretofore

The Plff appears by Geor<sup>y</sup> Bliff Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by John Hooker  
Esq<sup>r</sup> his Att<sup>y</sup> comes & defends & de & per Plea says he never promised in  
Manner & Form as set forth in the Declaration & thereof puts him  
self on the Country & the Plff knows. A Jury being now  
returned in panelled & sworn as the Law directs to try the same  
declare upon their Oaths that they find the Deft never promised as  
set forth in the Declaration. Whereupon it is considered by the  
Court that the said Setts do recover against the said Timothy his  
Costs taxed at Three pounds seven shillings & eight pence

Whereupon the said Timothy by Moses Bliff Esq<sup>r</sup> his Att<sup>y</sup> appeals  
from the Judgment of this Court to the Supreme Judicial Court to be  
holden at Springfield in & for the County of Hampshire on the fourth  
Tuesday of September next and he recognizes with the Justices as the  
Law directs for said Timothy prosecuting his said Appeal with  
Effect as by said Recognizance on File does appear

Joseph Lathrop of West Springfield in the County of Hampshire Clerk <sup>Lathrop &</sup>  
& Elizabeth Dought of Springfield in the same County Gentlewoman Plff  
vs. Jonathan Purchase of West Springfield aforesaid Towns Admin<sup>r</sup> <sup>Purchase</sup>  
Executor on the Estate of Jonathan Purchase late of S<sup>t</sup> West Springfield  
deceased Intestate & in S<sup>t</sup> Capacity Deft in a Plea as is of Record  
heretofore. The Plff appear & the Deft the three Times publicly called  
to come into Court makes Default of Appearance here Wherefore it  
is considered by the Court that the said Joseph & Elizabeth do recover  
against the said Jonathan Administrator aforesaid in his said  
Capacity One hundred & Six pounds Sixteen shillings & ten pence  
of lawful money Damages & Costs of Suit taxed at £ 2-4-5 & thereof & —

Exon<sup>d</sup> Sep<sup>r</sup> 8. 1789

Moses Church of Springfield in the County of Hampshire Gentleman Church  
vs. David Fowler of Southwick in the County of aforesaid Towns Deft in  
a Plea as is of Record here to fore. The Parties appear & the Justices Fowler  
was heretofore chosen by them in this Case, now bring into Court their A-  
ward as follows Viz. With the Subscribers &c having notified the Parties  
met on the sixth day of August Anno Domini 1789 at which Time the  
Parties appeared and after hearing them with their several Pleas and



the Court do award & determine that the said David Fowler do pay unto the said Moses the sum of Ten pounds three shillings & eight pence in Damages & Cost of this Arbitration taxed at twenty one shillings and Cost of Court to be taxed by the Court all which is humbly submitted by W<sup>m</sup> Shepard W<sup>m</sup> Jackson John Southwell which said Award is accepted and it is thereupon considered by the Court that said Moses do recover against David Ten pounds three shillings & eight pence of lawful Money Damages & Cost of Court & Expenses taxed at £26 11 s & thereof  
Exon if Mondy 1789

Commonwealth of Massachusetts Joseph Whitney of Pelham  
Joseph Whitney  
tween in the County of Hampshire Yeoman Deft in a Plea as is of Record at the last Term and now at this Time Caleb Strong Esq<sup>r</sup> Att<sup>r</sup> pro Respub. comes here into Court & prays Judgment And thereupon it is considered by the Court that Exon do sue against the said Joseph for having of his Goods or Chattels Land or Tenements & in Want thereof of his Body the sum of Six pounds of lawful Money to the Use of the Commonwealth & also for Costs of Suit taxed at One pound thirteen shillings & three pence Exon if Sep<sup>r</sup> 3<sup>d</sup> 1789

Commonwealth of Massachusetts Joshua Whitney of Pelham  
Joshua Whitney  
tween in the County of Hampshire Yeoman Deft in a Plea as is of Record hitherto And now at this Time Caleb Strong Esq<sup>r</sup> Att<sup>r</sup> pro Respub. comes here into Court & prays Judgment Thereupon it is considered by the Court that Exon do sue against the said Joshua for having of his Goods & Chattels Land or Tenements & in Want thereof of his Body the sum of Six pounds of lawful Money Debt to the Use of the Commonwealth & also for Costs of Suit taxed at One pound thirteen shillings & three pence Exon if Sep<sup>r</sup> 3<sup>d</sup> 1789

Deming Adm<sup>r</sup> Alice Deming of Colchester in the County of New London a State of Connecticut Widow Administratrix on the Estate of Jonathan Deming late of said Colchester Gent<sup>l</sup> demand Plff<sup>r</sup> v. Ananias Mitchell late of Blanford in the County of Hampshire Her husband's Deft in a Plea as is of Record hitherto The Plff being now the Times publicly called is present the Deft defaulted & the Action is dismissed

Wells v. Whitmore  
David Wells of Shelburne in the County of Hampshire Gent<sup>l</sup> Plff<sup>r</sup> v. Daniel Whitmore of Sunderland in the same County Esq<sup>r</sup> Deft in a Plea as is of Record hitherto The Plff appears by Caleb Strong Esq<sup>r</sup> his Att<sup>r</sup> and the Deft the three Times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that David do recover against said Daniel Thirteen pounds ten shillings & eight pence of lawful Money Damages & Cost of Suit taxed at £3 7 s & thereof  
Exon if Sep<sup>r</sup> 3<sup>d</sup> 1789

Clap v. Alford  
Ananias Clap of Northampton in the County of Hampshire Yeoman Plff<sup>r</sup> v. John Alford of Easthampton in the same County Yeoman Deft in a Plea as is of Record hitherto The said Parties appear and James Porter Esq<sup>r</sup> & others the before hitherto chosen by them now



bring into Court their Award in the Words following Viz "Mathewson  
Sept. 21. 1789 We the Subscribers Repres de, having fully heard the Par-  
ties and their several Pleas Proofs & Allegations and having duly  
considered the same do judge & determine & award that the said  
Amariah Clap pay to the said Phinbas Alvord three shillings in full  
of all Demands and the Costs of this Reference being one pound ten  
shillings and ten pence; and the Costs of Court to be taxed by the  
Court by Elisha Porter Isaac Chapin & Stephen Shaw" which said  
Award is accepted and it is considered by the Court that said  
Phinbas do recover against said Amariah three shillings of lawful  
Money Damages & Costs of Suit taxed at two pounds three shillings  
and eight pence & thereof de  
Even of Sep. 4. 1789

Erasmus Foster of Orange in the County of Hampshire Clerk of the Peace is  
the Trustee of the same Orange Debtors as is of Record Orange Trus.  
at the last Term. The Plea appears by Sirrevv Strong Esq. his Att.  
and the Debt by Caleb Strong Esq. their Att. and they agree to a Court  
in case of this Case to the next Term. And it is considered by  
the Court that the Parties have Day here in Court untill the  
second Tuesday of February next

Hugh McClellan Esq. and John McClellan Esq. both of Colrain in the County  
of Hampshire Plea is in the same County Debtors as is of Record  
at Newmarket Newmarket all of the same County Debtors as is  
The Parties appear & this Case is continued to the second Tuesday  
day of February next

Noah Thompson of Palmer in the County of Hampshire Husbandman Thompson  
Pls. James Shaw of the same Palmer the said Debtors as is of Record  
as is of Record before. The Parties appear and William South Esq. Shaw.  
& Daniel White two of the Repres write for chosen by the said Parties now  
bring into Court their Award as follows Viz "We the Repres de having at-  
tended the Business of our Appointment & taken up the Pleas  
of the Award having heard the several Proofs & Allegations of the Par-  
ties do award & order that the said Noah Thompson pay the said  
James Shaw the sum of two pounds fifteen shillings & six pence Cost  
of Reference & the Costs of Court taxed by the Court William South Esq. Dan-  
iel White Repres. Which said Award is accepted, and it is  
thereupon considered by the Court that said James do recover against  
said Noah his Costs of Suit taxed at seven pounds twelve shillings &  
five pence & thereof de  
Even of Sep. 5. 1789

Noah Thompson of Palmer in the County of Hampshire Yeoman Plea is. Thompson  
James Rivers of Greenfield in the same County Gentleman Debt in a Plea Rivers  
de as is of Record before. The Parties appear and the Repres  
chosen by them now send into Court their Award as follows Viz  
"We the Subscribers having attended the Business de and having heard the  
Parties in Dispute their several Pleas Allegations & having duly consid-  
ered the same do award & determine that the said James Rivers pay  
to the said Noah Thompson nine pounds eight shillings & six pence  
lawful Money within one month from the date hereof and also the  
Costs of this Arbitration taxed at one pound sixteen shillings & six pence  
lawful money; which shall put a final end to all Disputes Controversies  
and Demands whatsoever subsisting between the Parties in Witness whereof



"We the said Arbitrators have set their hands & seals Justus Doughty & seal  
"W. Scott & seal Elijah Doughty & seal" Which said Award is accepted  
And thereupon it is considered by the Court that said Noaks do answer  
against the said James Nine pounds eight shillings & six pence of  
lawful money Damages & Costs of Suit taxed at Three pounds five shil-  
lings & one penny & thereof de. Execut. Sep. 5. 1789

Lepharm & al  
vs  
Stowe & Agent James Lepharm of Hagerwille in the County of Spencer & Province of  
New Brunswick Trader Edward Lepharm of Hagerwille Trader and  
Agent of the said Lepharm in the County of Hampshire Ex. vs  
Elijah Billings late of Conway in the County of Hampshire Yeoman an  
absconding Debtor & Elias Stowe of the same Conway Yeoman the Agent & Factor  
& Trustee of the said Elijah Defts in a Plea de as is of Record before  
The Court appear and it is considered by the Court that the Parties  
have Day here in Court untill the second Tuesday of February next.

Proctor  
vs  
Matter Ex. vs  
Biddad Fowler of Westfield in the County of Hampshire Yeoman &  
vs Samuel Mather of the same Westfield Ex. Executors of the last Will &  
Testament of Elizabeth Gunn late of said Westfield deceased & in said  
Capacity Deft in a Plea de as is of Record before. The Parties appear  
and it is considered by the Court that they have Day here in Court  
untill the second Tuesday of February next.

Spooner  
vs  
Lynman Paul Spooner of Hartland in the County of Windsor & State of Vermont  
Ex. vs Shirebas Lynman of Haverly in the County of Hampshire  
Yeoman Deft. As is at large of Record at the last Term. The Complain-  
t by his Atty. now comes & prays Affirmation &c And it is consid-  
ered by the Court that said Paul do recover against said Shirebas  
Three pounds fourteen shillings & ten pence of lawful money Damages  
& Costs of Suit taxed at Three pounds sixteen shillings & nine pence  
thereof de. Execut. Sep. 9. 1789.

Brewer  
vs  
Torrey  
No. 1 Timothy Brewer of Manchester in the County of Pennington & State of  
Vermont Ex. vs Ripley Torrey of Granville in the County of Hamp-  
shire Yeoman Deft in a Plea de as is of Record on the Case for that whereas the  
said Ripley at and in field 1 tower at Northampton aforesaid on the fif-  
teenth day of August in the Year of our Lord One thousand seven hundred  
eighty one the said Torrey in Writing under his hand of that Date bar-  
gained and agreed with the said Timothy for the purchase of his the  
said Timothy's Farm in said Sandy field for the sum of Five hundred  
and twenty two pounds & ten shillings lawful money whereof the  
sum of Four hundred & twenty two pounds & ten shillings lawful  
money was to be paid in Obligations & on Interest, the residue to be paid  
in Money by the said Ripley and afterwards on the fifteenth day of Oct-  
ober in the same Year the said Northampton pursuant to said Agreement  
the said Ripley procured four several promissory Notes to the Amount  
of three hundred & ninety eight pounds twelve shillings all bearing Date  
the seventeenth day of May then last past & in the same Year signed by  
Samuel Stacey & James Andrews all made payable to the said Timothy  
or his Order with Interest from the Date thereof till paid & all payable at dif-  
ferent Times, the last of which Notes became payable on the first day of April  
in the Year of our Lord One thousand seven hundred & eighty five which  
Notes the said Ripley then & there produced and offered to the said Timothy  
in part payment of the sum aforesaid agreed to be paid by the said Ripley  
in Obligations as aforesaid and in order to induce the said Timothy to receive



said Notes of said Ripley towards payment as appeared in the said Ripley then  
and then recommended the said Samuel & James signers of the same Notes to the  
said Timothy to be Persons of Ability sufficient for the payment of the same  
Notes and further agreed with the said Timothy to warrant the same Notes to  
him and that the Monies due & payable thereon should be duly paid  
according to the Tenor of the same Notes respectively & in Case of their Failure  
and that the said Timothy should not be able to recover the whole of the  
Contents of said Notes of the said Samuel & James that with the said Rip-  
ley would make good the same & pay said Contents to said Timothy  
whenever requested thereto, relying on which Agreement & inducement  
thereby he the said Timothy then & there agreed to receive said Notes of  
Ripley for and towards Payment of said Purchase Money for a  
Farm in part payment for the Sum aforesaid to be made in Oblig-  
ations & then & there made the said Ripley a Deed & Conveyance of his  
said Farm & the said Ripley then & there delivers & the same four Notes  
signed as aforesaid to the said Timothy & further then & there by his  
Note or Memorandum in Writing of that Date signed & subscribed by  
his own hand & therewith delivered by him the said Ripley to said  
Timothy in the said Ripley did recommend to the said Timothy the  
said Samuel & James the new signers of the above said  
Notes to be good responsible Persons for the payment above said  
meaning that the said Samuel & James should be good sufficient  
responsible Persons for the payment of the Monies due & payable on  
all said Notes at the Time they should respectively become due & payable  
to the said Timothy by Means whereof the said Timothy says that  
the said Ripley then & there was & became liable & chargeable in Law to make  
the same good to the said Timothy in Case of the Failure of the said  
Samuel & James & that he the said Timothy should not be able to re-  
cover & obtain the Money due & payable thereon of them the said Samuel  
& James & And the said Timothy says in Truth that at the Time of his  
the said Ripley signing & executing his Note or Memorandum in  
Writing as aforesaid, the said Samuel & James the signers of said  
Notes were not nor ever since have been good responsible Persons  
& of sufficient Ability & Substance for the payment of said Notes  
but were then greatly involved in Debt & afterwards & before the  
same Notes became due & payable over & over of them the said Sam-  
uel & James both parted & became Bankrupts & altogether insol-  
vent & insufficient to pay their Debts to wit at Northampton  
aforesaid & both absconded so that neither they nor any sufficiently  
of them or either of them could be found or taken to satisfaction  
for either of said Notes after the same became due & payable & the said  
Timothy says he hath used his utmost Diligence to seek their Persons  
Effects & Estates and secure the same for the payment of said Notes & that he  
hath been put to great Trouble pains & Expence to the amount of thirty  
pounds Lawful Money in & about the same, of all which Matters &  
Things the said Timothy says he gave the said Ripley due & reasonable No-  
tice to wit at Northampton aforesaid & particularly at the Time said  
several Notes respectively became due & payable & then & there requested  
the said Ripley to pay said Contents according to his promise aforesaid  
by Means of all which the said Timothy says that the said Ripley afterwards  
to wit on the first day of December in the same Year at Northampton  
aforesaid was holden and became liable & chargeable in Law to make  
good the several Notes aforesaid to the said Timothy & pay him the Contents  
thereof whenever after he should be thereto required & in Consideration  
thereof he the said Ripley then & there promised the said Timothy to pay  
him the same accordingly by on Demand & also for that the said Ripley  
at said Northampton on the first day of December Anno Domini 1700



ten hundred & eighty five, was justly indebted to the said Timothy in one other Sum of Three hundred & seventy eight pounds twelve shillings lawful Money for so much Money then before that Time had and received by the said Deputy of him the said Timothy to his the said Timothy Use & in Consideration thereof said Deputy then & there promised & Timothy to pay him the same Sum or Satisfaction on Demand - yet the Deputy the often times requested & particularly on second Day of the same December at said Northampton hath never paid the said Timothy either of said Sums or any penny thereof or ever made good paid or satisfaction to the said Timothy the Contents of the same Note or either of them or fulfilled either of his said Promises but neglects & refuses so to do to the Damage of said Timothy five hundred pounds - The Plff appears by Simon Strong Esq: & the Deft by Caleb Strong Esq: their respective Attys and agree to a Continuance of the Case - And it is considered by the Court that the Parties have Day here in Court until the second Tuesday of February next

Williams Esq:  
v  
Cooke  
No 2

John Chester Williams of Hadley in the County of Hampshire Esq: Plff vs. Moses Cooke of Monkst in the same County Yeoman Deft In a Plea of the Case for that the said Moses at said Hadley on the fifth day of January one thousand seven hundred & eighty three by his Note in Writing of that Date for Value recd then & there at said Hadley promised the Plff to pay him the Sum of three pounds nine shillings & 9<sup>th</sup> on Demand with Interest until paid yet the said Moses hath never paid said Note or any part thereof & the often requested but neglects to do so to the Damage of said John nine pounds - The Plff appears and the Deft the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said John do recover against said Moses Three pounds eleven shillings & six pence of lawful Money Damages & Costs of Suit taxed at £ 0. 12. 7 & there of do  
Exon of Nov: 16<sup>th</sup> 1789 -

Miller & al  
v  
Sheldon  
No 3.

Shaver Miller Junr John Broom & Daniel Phoenix all of the City & State of New York Merchants Plffs vs. Samuel Sheldon of Hadley in our County of Hampshire Gentleman Deft in a Plea of the Case for not paying his Note of £ 8. 8. 0 &c to their Damage Ten pounds The Plffs being three Times publicly called to come into Court are Nonsumit, the Deft appears by Samuel Shinkley Esq: his Att: and prays his Costs may be allowed him - Therefore it is considered by the Court that said Samuel do recover against the said Shaver John & Daniel his Costs taxed at fifteen shillings & there of do  
Exon of Sept: 10<sup>th</sup> 1789 -

Sheldon  
v  
Cooke  
No 4.

Shaver Miller Junr John Broom & Daniel Phoenix all of the City and State of New York Merchants Plffs vs. William Cooke of Hadley Yeoman Deft in a Plea &c as is set forth at large in the Declaration on File - The Plffs being three Times publicly called to come into Court are Nonsumit the Deft defaulted & the Action is dismissed



145  
Catherine Willard Widow & Samuel Ward Gent<sup>l</sup> both of Lancaster in the County of Worcester. Plffs vs. Solomon Willard of Winchester in the County of Cheshire & State of New Hampshire Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the Case first that the said Solomon at a Place called Lancaster a County Warwick on the nineteenth day of November in the Year of our Lord seventeen hundred eighty five by his Note under his hand of that Date for Value rec<sup>d</sup> promised said Catherine & Samuel to pay them or their Order fourteen pounds fourteen shillings & three pence in Silver or Gold on Demand with Interest. Yet the said Solomon has requested the same sum & the Interest has not paid but neglects it to the Damage of said Catherine & Samuel Thirty pounds Which case was commenced before Medad Parney Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now bro<sup>t</sup> up to this Court as the Statute directs. The Pl<sup>ffs</sup> appear by Jos<sup>l</sup> Barnett Gent<sup>l</sup> their Att<sup>y</sup> and the Def<sup>t</sup> by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & they agree to a continuance of this Case & and it is considered by the Court that the said Parties have Day here in Court until the Second Tuesday of February next.

Samuel Ward of Lancaster in the County of Worcester Gent<sup>l</sup> Plff vs. Solomon Willard of Winchester in the County of Cheshire & State of New Hampshire Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the Case for that said Solomon at a Place called Winchester Vis<sup>l</sup> abt<sup>l</sup> Warwick on the fourth day of May in the Year of our Lord seventeen hundred eighty six by his Note under his hand of that Date for Value rec<sup>d</sup> promised the said Ward to pay him or Order One hundred & thirty pounds four shillings & seven pence in Gold or Silver on Demand with Interest. Yet the said Solomon has requested the same sum & the Interest has not paid but neglects it to the Damage of the said Ward two hundred pounds. This Case was commenced before Medad Parney Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and is now bro<sup>t</sup> up to this Court as the Statute directs. The Pl<sup>ff</sup> appears by Jos<sup>l</sup> Barnett Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and they agree to a continuance of this Case & it is considered by the Court that they have Day here in Court until the Second Tuesday of February next.

Joseph Mayo of Waverick in the County of Hampshire Gent<sup>l</sup> Plff vs. Bela Bruntt of the same Warwick Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the Case for that the said Bruntt at Warwick on the first day of January & on the twenty seventh day of February in the Year of our Lord seventeen hundred eighty eight and at divers other Times between the said first day of January & the said twenty seventh day of February did with Forek Arms break & enter the Pl<sup>ffs</sup> Close being the Southernly End of Lot Number seven in the Second Division of Lots in said Warwick & then & there did cut down & carry away out of the Pl<sup>ffs</sup> Coppice ten white pine Trees then there standing & growing the Property of the Pl<sup>ff</sup> & of the Value of twenty four shillings & six pence each amounting in the whole to Twelve pounds & Loss and other Evils which have & have committed against the Pl<sup>ff</sup> & to the Damage of the said Mayo Twenty pounds. The Pl<sup>ff</sup> appears by Jos<sup>l</sup> Barnett Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the true Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Joseph do recover against Bela twelve pounds of lawful Money Damages & Costs of Suit taxed at £1.6.5 & there of a Execut<sup>d</sup> Sep<sup>r</sup> 3<sup>o</sup> 1789.



Samuel Burr & James Burr of the City & County of Hartford & State of Connecticut  
South Traders Pleas vs. Joel Lymann of Northampton in the County of Hampshire  
Joanman Debt in a Plea of the Case &c as is at large set forth in the Declaration  
on file ~ which Case was commenced before Mr<sup>rs</sup> Burbanks Esq<sup>r</sup> Just<sup>ice</sup> of the Peace  
It is now brought up to this Court as the Statute directs ~ The Plea being now  
three Times publicly called to come into Court are Nonsuit ~ The Debt appears  
by Samuel Trinkleby Esq<sup>r</sup> his Att<sup>ny</sup> and prays he may be allowed his Costs  
Therefore it is considered by the Court that said Joel do recover against the  
said Samuel & James his Costs taxed at One pound three Shillings &  
eleven pence & thereof &c  
Exon<sup>d</sup> Sep<sup>r</sup> 27. 1789

Edwin Hunt of Suffield in the County of Hartford & State of Connect-  
icut Esq<sup>r</sup> Pleas vs. Oliver Hunt of Long Meadow in the County of  
Hampshire Joanman Debt in a Plea of the Case as is at large set forth in  
the Declaration on file ~ This Case was commenced before Mr<sup>rs</sup> Burbanks  
Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brought up to this Court as the Statute directs  
The Plea being now three Times publicly called to come into Court are  
Nonsuit. The Debt appears by Sam<sup>l</sup> Hooker Esq<sup>r</sup> his Att<sup>ny</sup> and prays  
his Costs may be allowed him ~ Therefore it is considered by the  
Court that the said Oliver do recover against the said Edwin his Costs  
taxed at One pound four Shillings & three pence & thereof &c  
Exon<sup>d</sup> Sep<sup>r</sup> 4. 1789

Lowerell Thomas of Westfield in the County of Hampshire Joanman &  
Timothy Mills of Still Water in the County of Albany & State of New  
York Pleas vs. Ezra Clap of Westfield of a said Sum of per Debt in  
a Rule of Submission entered into before Mr<sup>rs</sup> Shepard Esq<sup>r</sup> Just<sup>ice</sup> of the Peace  
The Parties now bring into Court their Award as follows V<sup>er</sup>d<sup>ict</sup> ~  
" With the Subscribers being appointed Arbitrators between Ezra Clap of  
" Westfield & Lowerell Thomas & Tim<sup>o</sup> Mills in a Case that is in the Su-  
" preme Court met on the 8<sup>th</sup> day of April 1789 having duly notified  
" the Parties & they appearing before us with their Evidence & after a full  
" hearing We having carefully examined & considered the Case do judge  
" awarded & determine that the said Ezra's Demand against the said  
" Lowerell & Timothy is not supported and that the said Lowerell &  
" Timothy do recover their Costs before the Court of Common Pleas taxed by  
" the Court & the Costs at the Supreme Court which We allow likewise and  
" our own Costs in the whole amount to fourteen pounds eight Shillings  
" & five pence lawful Money, and that this our Award be a final Set-  
" tlement of all Matters between the said Parties submitted to us  
" Gideon Shepard & Nath<sup>l</sup> Green Scket & Nath<sup>l</sup> Jacob Lewis & Nath<sup>l</sup> ~  
Which Award is accepted ~ And it is considered by the Court that  
said Lowerell & Timothy do recover against s<sup>d</sup> Ezra their Costs taxed  
at Fourteen pounds one Shilling & eleven pence & thereof &c  
Exon<sup>d</sup> Dec<sup>r</sup> 3<sup>o</sup> 1789

Isiah Sheldon of Southwick in the County of Hampshire Joanman Pleas vs.  
Elijah Pomeroy of the same Southwick Joanman Debt in a Rule of Submission  
now by them entered into before Edward Walker Esq<sup>r</sup> Just<sup>ice</sup> of the Peace  
The Parties now bring into Court their Award as follows We the Justices &c having  
given due Notice to the Parties met at the Time & Place of Court & do  
Adjournment &c and both Parties being present after hearing them  
do hereby award order & determine that Isiah Sheldon recover against  
Elijah Pomeroy Two pounds eight Shillings lawful Money & thereof &c



116.  
pounds Cost of Preference David Ines Luther Lewis — which said & heard  
is accepted — and it is considered by the Court that the said Debt do sever  
against the said Elijah two pence eight shillings of lawful money Da  
mages & Cost of the same & Court taxed at seven pounds and ten shil  
lings & expence & then of de — Exon. Jan 4. 1790.

Peter Damon of Ludlow in the County of Hampshire Yeoman Pl<sup>ff</sup> vs John  
Trink of Springfield in the same County Yeoman Deft in a Case for that the said Peter at said Springfield on the last Day of August 1792  
last past did own & possess a Raft consisting of the several Articles contained  
in the Schedule annexed to the Writ of the Value of Twenty one pounds  
seven shillings one penny two farthings then lying in Connecticut  
River & being so, <sup>partly</sup> afterwards to wit on the same last Day of Aug  
ust retained & employed the said John to carry & convey upon  
said River the said Raft from Springfield aforesaid to Middletown  
in the County of Middlesex & State of Connecticut & at said Middletown  
to deliver the said Raft to the Order of said Peter for a reasonable Reward  
for his Services therein to be paid by the said Peter and altho the said John  
afterwards on the same last Day of August at said Springfield into  
his custody & Possession did receive & take of said Peter the said Raft and  
afterwards on the same Day last mentioned did depart with & convey  
from said Springfield the said Raft towards & for said Middletown yet the  
said John not regarding the Duty of his Employment so badly care  
lessly negligently & improvidently behaved himself in his Employment  
and took such little & bad care of said Raft so received by him as aforesaid  
that the said John did not deliver the same or any part thereof at said  
Middletown to the Order of said Peter or elsewhere altho often there to request  
but said John on the contrary thereof by & thro his own mere Neglect and  
Default & thro his Carelessness & Improvidence suffered the same & every  
part thereof to be embroiled & wholly lost to the Damage of said Peter  
Forty pounds — Which Sum was commenced before W<sup>m</sup> Gushon  
Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>is</sup> & is now brot up to this Court as the Statute directs  
The Parties appear by their respective Att<sup>ys</sup> and agree to refer this Case  
to the Determination of Samuel Lyman Esq<sup>r</sup> Noah Goodman Esq<sup>r</sup> &  
Jos<sup>ph</sup> Bury Esq<sup>r</sup> the Award of them or any two of them to be final  
to be returned into this Court Judgment to be made up & Exec<sup>ution</sup>  
issued accordingly — and it is considered by the Court that the fore  
going Rule of the Parties be the Rule of this Court in this Case & that  
they have Day here in Court untill the second Tuesday of February  
next

George Gushon of Springfield in the County of Hampshire Gent<sup>l</sup> Pl<sup>ff</sup> vs Tho<sup>s</sup> Gushon  
was Williston of the same Springfield Gent<sup>l</sup> Deft in a Case for that  
P<sup>er</sup> Thomas at Springfield on the eighth day of February in the Year our Lord 1793  
1793. by his promissory Note of hand of that Date for Value rec<sup>d</sup> promised said  
George to pay him or Order sixteen pounds four shillings lawful money within  
twelve months with Interest for the same till paid & also for that whereas the  
said George & Thomas at Springfield on the 3 day of April in the Year  
of our Lord 1764 accounted together of & concerning divers things of mo  
ney before that Time due to P<sup>er</sup> George from P<sup>er</sup> Thomas & then in Arrear &  
unpaid & upon which Account the said Thomas was then this pound  
to be in Arrear to P<sup>er</sup> George in the sum of two pounds one shilling & two pence  
and being so found in Arrear the aforesaid Thomas in Consideration thereof  
then & there undertook & faithfully promised P<sup>er</sup> George to pay him the same  
on Demand — Also for that whereas the said Thomas at Springfield on the



last Day of December in the Year of our Lord 1762 was indebted to S<sup>r</sup> George in the sum of thirty five pounds four shillings & 6 two farthings lawful money for divers Goods Wares & Merchandises of said George by him before that Time sold & delivered to the said Thomas at his special Instance & Request & to ballance Accounts therefor & being so indebted he s<sup>d</sup> said Thomas then & there in Consideration thereof promised said George that he would well & truly pay him the same whenever he should be thereto required - and also for that the said Thomas at S<sup>r</sup> Springfield on the last Day of April in the Year of our Lord 1764 was indebted to S<sup>r</sup> George in the sum of three pounds fifteen shillings & 4 pence lawful money for the like sum before that Time by s<sup>d</sup> said George then lent to the said Thomas at his special Instance & Request whenever he should be thereto required - Also for that the said George at S<sup>r</sup> Springfield on the 1<sup>st</sup> day of June in the Year of our Lord 1765 was indebted to the s<sup>d</sup> George in the sum of thirty nine pounds twelve shillings lawful money for the like sum by him the s<sup>d</sup> Thomas before that Time had & received to the Use of the said George & being so indebted he the said Thomas at S<sup>r</sup> Springfield on the day & Year last mentioned in Consideration thereof promised said George to pay him the same sum whenever after he should be thereto requested - Also for that the said Thomas on the last day of May in the Year of our Lord 1785 was justly indebted to said George in the sum of Six pounds lawful money for the like sum before that Time by the said George at the special Instance & Request of s<sup>d</sup> Thomas & to his Use then paid laid out & expended he s<sup>d</sup> Thomas in Consideration thereof then & there promised S<sup>r</sup> George to pay him the same whenever after he should be thereto requested Yet s<sup>d</sup> Thomas neglecting his special Promise & Obligations has never paid the s<sup>d</sup> Sum of Money or performed his s<sup>d</sup> Promises altho often thereto requested but neglects it to the Damage of said George Two hundred pounds - Which Case was commenced before Wm<sup>th</sup> Jackson Esq<sup>r</sup> Just<sup>ice</sup> of the Peace at the said Thomas's sole & private Request ~~the Defendant~~ ~~the said George~~ ~~made it his first Count~~ for the sum of Sixteen pounds four shillings & the Interest thereof as also his Costs to that Time but as to the residue of the Bill Declaration disputes & denies the same whereupon S<sup>r</sup> Wilson is brought up to this Court as the Statute directs - The Plea appears by Mr<sup>r</sup> Hooker Esq<sup>r</sup> his Att<sup>ny</sup> and the Def<sup>ts</sup> by Messrs<sup>rs</sup> Platt Esq<sup>r</sup> his Att<sup>ny</sup> and they agree to refer this Case to the Determination Justice Cley & Messrs<sup>rs</sup> Luke Platt & Thomas Dwight Justices of them or any two of them to be final to be returned into this Court, Judgment to be made up & Given if accordingly - And it is considered by the Court that the Agreement of the said Parties as above expressed be the Rule of this Court in this Case and that they have Day here in Court until the second Tuesday of February next.

Gilbert & Co  
Soulders  
N<sup>o</sup> 14

Silvester Gilbert of S<sup>r</sup> Ebor in the County of Ebor & State of Commerce Esq<sup>r</sup> Messrs<sup>rs</sup> Edward & Dan<sup>l</sup> Tibbins both of Wilberforce in the County of Hampshire Joyners Defts in a Plea of the Case for that the said Edward & Dan<sup>l</sup> at S<sup>r</sup> Springfield on the eighth day of October last past by their Note for Value well promised s<sup>d</sup> Silvester to pay him fifteen pounds fourteen shillings & two pence lawful money on Demand with the Interest till paid - Yet the often requested s<sup>d</sup> Edward & Dan have never paid the same but neglects it to the Damage of said Silvester twenty five pounds which Case was commenced before Messrs<sup>rs</sup> Platt Esq<sup>r</sup> Just<sup>ice</sup> of the Peace at the said Thomas's sole & private Request ~~the Defendant~~ ~~the said George~~ ~~made it his first Count~~ for the sum of Sixteen pounds four shillings & the Interest thereof as also his Costs to that Time but as to the residue of the Bill Declaration disputes & denies the same whereupon S<sup>r</sup> Wilson is brought up to this Court as the Statute directs - The Plea appears by Mr<sup>r</sup> Hooker Esq<sup>r</sup> his Att<sup>ny</sup> and the Def<sup>ts</sup> the two Tibbins publicly called to come into Court make no appearance but wherefore it is considered by the Court that s<sup>d</sup> Silvester do move against s<sup>d</sup> Edward & Dan sixteen pounds eleven shillings & five pence of lawful money Damages & Costs of Suit taxed at S<sup>r</sup> 10<sup>/-</sup> & 10<sup>/-</sup> & 10<sup>/-</sup> of 1789



117  
William Brewster Freeman of West Springfield in the County of  
Hampshire & is in his wife's Right of John Williston of the same  
West Springfield Gent<sup>l</sup> Def<sup>t</sup> in a Plea as is a large set forth  
in the Declaration on File &c. Newshode  
21  
Williston  
N<sup>o</sup> 15.

The Parties appear & agree to refer this Case to the Judgment and  
Determination of Messrs Jonathan Dought, Thomas Dought and  
Luke Ship. The terms of them or any two of them to be paid to  
be returned into the Court Judgment to be made up & Exec<sup>ed</sup>  
as ordered accordingly & And therefore it is considered by the  
Court that they have Day here in Court until the Second Tuesday  
of February next

Samuel Lyman of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs John Kirkland of Woburn in the same County Esq<sup>r</sup> Def<sup>t</sup> in a Plea  
of Ejectment wherein he demands against said John a certain Tract of  
Land with the Buildings thereon with the Appurtenances & Privileges  
to the same belonging said Tract containing one hundred & eighty Acres  
being part of William Grant so called & bounded as follows beginning  
at a stake & stones on the West Line of said Grant running North five de-  
grees East one hundred & seventy rods to a Hemlock Tree with stones  
round it then East five degrees South one hundred & sixty rods to  
a Stake & stones thence South five degrees West one hundred rods to a  
Maple Tree thence East five degrees South twenty four rods thence South  
five degrees West seventy rods to a Birch Tree thence West five de-  
grees North one hundred & eighty four rods to the first mentioned  
Station & And Samuel says that John ab<sup>t</sup> Northampton on the 1<sup>st</sup> day  
tenth day of October in the Year of our Lord Seventeen hundred & eighty  
five by his Deed of that Date under his hand & seal conveyed the  
aforesaid Mortgage & Tract of Land to the said Samuel to have and  
hold the same to him his Heirs & assigns forever as a good absolute  
Estate of Inheritance in fee simple by his said John's Deed  
The said Samuel became seized of said Mortgage & Tract of Land  
with the Appurtenances & held the same as he ought & that John  
both legally & without Judgment entered thereinto & dep<sup>r</sup>ized the  
said Samuel & unjustly dep<sup>r</sup>ived & kept him out therefrom  
to the Damage of said Samuel Twenty pounds

The said Parties appear & And it is considered by the Court  
that they have Day here in Court until the Second Tuesday of  
February next



Inventory  
Leonard  
No 17

Jonathan Amory of Boston in the County of Suffolk Merchant Plaintiff  
vs  
Abner Leonard of West Springfield in the County of Hampshire Defendant  
In a Plea of the Case for that the said Abner at West Springfield on the  
second day of August in the Year of our Lord, seventeenthundred and eighty five  
by his Note for Value recd promised said Abner to pay him Eight pounds  
two shillings & some pence lawful Money on Demand with Interest till  
paid Yet the said Abner the often requested has never paid the same but  
unjustly neglects it to the Damage of the said Jonathan twenty pounds

The Plaintiff appears & the Defendant the three Times publicly called to come into  
Court makes Default of Appearance here. Wherefore it is considered  
by the Court that the said Jonathan do recover against the said Abner  
Twenty pounds two shillings & some pence of lawful Money Damages & Costs of Suit  
taxed at £2.11.11 & thereof £

Exonif Sep 4 1789

Pliff  
Warrior ledm  
No 18

Luke Bliff of Springfield in the County of Hampshire Gent Plaintiff  
vs  
Hezekiah Warner late of West Springfield deceased Defendant  
In a Plea of the Case for that the said Hezekiah in his Life Time at West Springfield  
on the third day of May in the Year of our Lord Seventeenthundred and eighty four  
by his Note for Value recd promised the said Luke to pay him Six pounds  
one shilling lawful Money on Demand with Interest till paid Yet the  
said Hezekiah the often requested never paid the same Note in his Life Time  
nor hath said Gad ever paid the same since his Death but neglects it  
to the Damage of said Luke Twelve pounds The Plaintiff appears &  
the Defendant the three Times publicly called to come into Court makes Default  
of Appearance here Wherefore it is considered by the Court that the said  
Luke do recover against the said Gad in his said Capacity Five pounds  
of lawful Money Damages & Costs of Court taxed at One pound eight  
shillings and five pence & thereof £

Dwight  
vs  
Sacket  
No 19

Jonathan Dwight of Springfield in the County of Hampshire Merchant  
Pliff  
vs  
Isaac Sacket of Westfield in the County of Hampshire aforesaid Husband Defendant  
In a Plea of the Case for that the said Isack at Northampton on the twenty  
first day of July in the Year of our Lord Seventeenthundred and eighty eight  
by his Note for Value recd promised John Worthington Esq of said Spr-  
ingfield to pay him or Order Eighteen pounds nineteen shillings and  
eight pence Lawful Silver Money at 8% on Demand with lawful  
Interest per the same till paid And the said John on the Day & Year last  
aforesaid at Springfield by his Indorsement on the same Note with his  
proper hand subscribed assigned the same Note to the said Jonathan & ordered  
the Contents thereof then wholly unpaid to be paid to the said Jonathan  
of all which the said Isack then & there instantly had Notice also became li-  
ble to pay the Contents of the same Note to said Jonathan & in Considera-  
tion thereof then & there promised the said Jonathan to pay him the  
same Note according to the Tenor thereof Yet the said Isack the often requested  
has never paid the same but neglects it to the Damage of the said Jonathan  
Forty pounds The Plaintiff appears by Mr Hooker Esq his Att. and the  
Defendant the three Times publicly called to come into Court makes Default  
of Appearance here Wherefore it is considered by the Court that the said Jonathan  
do recover against said Isack Twenty pounds four shillings & some pence  
of lawful Money Damages & Costs of Suit taxed at £1.8.3 & thereof £

Exonif Sep 4 1789



118

Jonathan Shildon of Springfield in the County of Hartford State of Conn Shildon  
vs Nathaniel Medad Governor of the County of Hampshire  
Deft in a Plea of Debt that he owes him six pounds  
five shillings & two pence which he owes and from him unjustly  
detains and whereon said Jonathan says that a Court of Common Pleas  
holden at Springfield within & for the said County of Hampshire on the third  
Tuesday of May in the Year of our Lord One thousand seven hundred  
and eighty six by the Consideration of the Justices of the same Court  
he doth and Judgment against the said Medad for the sum of Four  
pounds eight shillings & eight pence of lawful Money Damages  
& Costs of Suit taxed at One pound six shillings & six pence whereof  
the said Medad is considered as by the Record thereof in our Court  
being fully appears & is manifest; which Judgment is now in full  
force not paid satisfied annulled or reversed according to the said Court  
has never sent out Execution & whereby Action accrues to said  
Jonathan to demand & have of the said Medad the said sum of six  
pounds five shillings & two pence lawful Money & the said Medad has  
never paid him the same the often times requested but neglects it to  
the Damage of said Jonathan Four pounds & The Plea appears by  
John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Deft the three times publicly called to  
come into Court makes Default of Appearance here & Wherefore  
it is considered by the Court that said Jonathan do recover against  
said Medad Seven pounds nine shillings & six pence of lawful Mo-  
ney Debt & One pound nine shillings & five pence Costs of Suit  
& thereof &c  
Execut<sup>d</sup> Sep<sup>r</sup> 4. 1789

N<sup>o</sup> 20.

Elijah Williams of the City of Boston in the Province of New Brunswick Williams  
vs Nathaniel Barlow of Granville in the County of Hampshire  
Deft in a Plea of the Case for that said Nathaniel at  
Blanford in the County of said on the fourth day of August in the  
Year of our Lord One thousand seven hundred & eighty three by his Note  
for Value rec<sup>d</sup> promised One Warham Parks to pay him or Order  
the sum of Forty pounds seven shillings & six pence lawful Money  
on Demand with Interest for the same till paid & And afterwards  
viz on the seventeenth day of December in the Year of our Lord seven-  
teen hundred & eighty seven, the said Warham by his Indorsement on  
the same Note with his proper hand subscribed a figure the same  
to the said Elijah & ordered the contents thereof then due on the same  
Note to be paid to the said Elijah of all which said Nathaniel then & there  
instantly had Notice & so became liable to pay the contents of said Note  
to said Elijah according to the Tenor thereof & being so liable then & there in  
consideration thereof promised said Elijah to pay him the same accordingly  
on Demand with Interest & Yet said Nathaniel the often requested has never  
paid the same but neglects it to the Damage of said Elijah Fifty pounds  
The Plea appears by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Deft the three  
times publicly called to come into Court makes Default of Appearance  
here & Wherefore it is considered by the Court that said Elijah do recover  
against said Nathaniel Twenty eight pounds ten shillings & six pence  
of lawful Money Damages & Costs of Suit taxed at £ 13. 7 & thereof &c  
Execut<sup>d</sup> Sep<sup>r</sup> 4. 1789

N<sup>o</sup> 22

Abner Wade of Springfield in the County of Hampshire Abner Wade  
vs Anson of the same Springfield Governor of the County of Hampshire  
Deft in a Plea of the Case for that the  
said Anson at said Springfield on the twelfth day of February last, & not  
by his Note for Value received, promised said Abner to pay him the sum  
of



of eight pounds lawful Money, to be paid in Meat Cattle in April next after  
the Date of the same with which a further said time of payment - And S<sup>r</sup> Alverson  
says he was ready at said Springfield in & during the said month of April to  
receive Meat Cattle in payment of his Note according to the Tenor thereof - Yet  
said Alverson never paid the same Note according to his Promise aforesaid nor  
has he in any way ever paid the same, & the other thereto requested but neg-  
lects it to the Damage of said Alverson sixteen pounds -  
The Plaintiff by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three times publicly  
called to come into Court makes Default of Appearance here - Wherefore  
it is considered by the Court that the said Alverson do recover against the  
said Alverson Eight pounds three shillings & four pence of lawful Money Dam-  
ages & Costs of Suit taxed at £1.7.11 & thereof - Exon<sup>r</sup> Sept 4 1789 -

Jonathan Dwight of Springfield in the County of Hampshire March 11<sup>th</sup> 1789  
Jonathan Smith of West Springfield in the same County His Executor Deft<sup>r</sup>  
in & the Plaintiff for that Jonathan at Springfield on the seventh day of  
April in the Year of our Lord seven hundred eighty eight of his Note  
for Value rec<sup>d</sup> procured John Worthington Esq<sup>r</sup> of Springfield to pay him  
or Order twenty seven pounds six shillings & ten pence lawful Silver Money at  
6/8 per cent on Demand with lawful Interest for the same till paid & the said  
John Worthington on the day & Year last mentioned at Springfield by his Inde-  
orsement on the same Note with his proper hand subscribed affirmed the  
same Note to the said Jonathan Dwight and ordered the contents thereof then  
wholly unpaid to be paid to the said Jonathan Dwight of all which the said  
Jonathan Smith then & there instantly had Notice & so became liable to pay the  
contents of the same Note to the S<sup>r</sup> Dwight & being so liable the S<sup>r</sup> Smith then &  
there in Consideration thereof procured S<sup>r</sup> Dwight to pay him the Contents of his  
Note according to the Tenor thereof on Demand - Yet S<sup>r</sup> Smith the other thereto  
requested has never paid the same or any part thereof but neglects it to the  
Damage of said Dwight fifty pounds - The Plaintiff by John  
Hooker Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three times publicly called to come into Court  
makes Default of Appearance here - Wherefore it is considered by the  
Court that S<sup>r</sup> Dwight do recover against S<sup>r</sup> Smith Twenty nine pounds thirteen  
shillings & four pence of lawful Money Damages & Costs of Suit taxed at one  
pound 7/9 & thereof - Exon<sup>r</sup> Sept 4 1789 -

Parsons  
Sweetland  
No 24  
Lemuel Parsons of Long Meadow in the County of Hampshire Term<sup>r</sup>  
Sweetland Plaintiff Benjamin Sweetland of the same Long Meadow Governor Deft<sup>r</sup> in  
in & the Plaintiff for that said Benjamin at Long Meadow on the twentieth  
Day of October last past by his Note for Value rec<sup>d</sup> procured S<sup>r</sup> Lemuel to  
deliver to him by the first day of January then next the Value of Five pounds  
four shillings & six pence lawful Money in Grain or Meat Cattle with Int<sup>r</sup>  
and till paid Yet said Benjamin has not delivered S<sup>r</sup> Lemuel Grain or Meat  
Cattle to S<sup>r</sup> Lemuel according to his Promise altho S<sup>r</sup> Lemuel was ever ready  
to receive the same nor has he paid S<sup>r</sup> Lemuel the same in Money the  
other thereto requested but neglects it to the Damage of S<sup>r</sup> Lemuel Six  
pounds - While Case was commenced before Mr. Lott Esq<sup>r</sup> and is  
now brot up to the Court as the Statute directs - The Plaintiff by  
M<sup>r</sup> Shing Mink Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by Dwight Foster Esq<sup>r</sup> his Att<sup>y</sup> comes  
& moves that this Case may be continued to the next Term - And it is con-  
sidered by the Court that the said Parties have Day here in Court until  
the second Tuesday of February next



1169  
Gad Palmer of Westfield in the County of Hampshire Yeoman Plaintiff  
vs  
John Lee Junr of the same Westfield Yeoman Defendant of the part on the  
Case for that the said John at Springfield in said County on the ninth day of  
November Seventeen hundred eighty seven by his Note for Value recd promised  
the said Gad to pay him or Order the sum of Ten pounds on Demand with  
Interest till paid and also for that said John at said Westfield on the last  
Day of July last past was justly indebted to said Gad in one other Sum of Six  
pounds Three shillings money for sundry Goods Wares & Merchandises before that time  
at the special instance & Request of the said John sold & delivered he & John then  
& there in consideration thereof affirmed on himself & partly promised said  
Gad that he would pay him the same money on Demand as said Goods Wares  
& Merchandises were reasonably worth at the time of their said delivery thereof  
and said Gad avers & Goods so were reasonably worth Six pounds Three shillings money  
of which said John instantly had notice & yet & John the of the request & hath not  
performed either of his Promises but neglected to do it to the Damage of & Gad  
fifteen pounds — The Parties appear and agree to refer the Case with all De-  
mands to Samuel Foster Esq. Messrs. Peckham & Hannah Tackel the Award  
of them or any two of them to be final. Judgment to be made up & Execution  
spaid accordingly — Whereupon it is considered by the Court that the Agreement  
of the said Parties be the Rule of this Court in this Case & that the  
said Parties have Day here in Court until the second Tuesday of February  
next

1170  
Solomon Shepard of Westfield in the County of Hampshire Yeoman Plaintiff  
vs  
George Phelps of the same Westfield Yeoman Defendant of the part on the  
Case for that & George at Westfield on the seven  
by sixth day of July last past bargained & agreed with the Solomon  
for & concerning a Note of hand then & there proposed to be sold  
by him & George dated the twenty second Day of October Seventeen  
hundred eighty eight signed by Jonathan Holt payable to one  
Jacob Morse or his Order for the Sum of Eighteen pounds  
Three shillings money which Sum was then & there paid by said  
Solomon to the acceptance of & George he the & George then  
& there affirmed on himself & affirmed the same Note to be  
due & that the & Holt was worth the Money & was at the time  
time & George well knew that & Holt was dead & left no Estate  
and that the Note of hand was of no Value at the time of  
the sale of said Note by means whereof said Solomon was greatly  
deceived & defrauded to the Damage of said Solomon twenty  
pounds — The Parties appear and it is considered by the  
Court that they have Day here in Court until the second Tuesday  
of February next



Harwood  
N<sup>o</sup> 27

William Harwood of Westfield in the County of Hampshire Yeoman Plaintiff vs.  
Harwood of Westhampton Physician Deft in a Plea of the Case for that  
S<sup>r</sup> Thomas at S<sup>r</sup> Westhampton on the twenty third day of October Seventeen hundred &  
eighty eight by his Note for Value received promised S<sup>r</sup> William to pay him Five  
pounds Six Shillings lawful money by the first day of April then next with law-  
ful Interest till paid & yet S<sup>r</sup> Thomas the often requested has not paid the same  
but neglects it to the Damage of said William Six pounds & which Case was  
commenced originally before William Shepard Esq<sup>r</sup> and then before Edward Walker  
Esq<sup>r</sup> and is now brought to the Court & The Parties appear by their respective At-  
tornies and it is considered by the Court that they have Day here in Court until  
the second Tuesday of February next

Lloyd  
Goe  
N<sup>o</sup> 28

Thomas Lloyd of Granville in the County of Hampshire Yeoman Plaintiff vs.  
Samuel Goe of the same Granville Yeoman Deft in a Plea of the Case as may be  
seen at large in the Declaration on File & The Plea being three times called  
to come into Court is Nonvener the Deft defaulted & the Motion is granted

Abbott  
Morley  
N<sup>o</sup> 29

Samuel Abbott of Andover in the County of Essex Esq<sup>r</sup> Plaintiff vs.  
Thomas Morley of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that the  
said Thomas at S<sup>r</sup> Westfield on the fifth day of April Seventeen hundred and  
twenty three by his Note for Value received promised one John Morley then living  
to pay him on Order Six pounds fourteen shillings & seven pence on Demand  
with lawful Interest & afterwards on the last day of September last past as part  
of S<sup>r</sup> Note having been paid to S<sup>r</sup> John while he lived or to Hannah Morley  
his sole Executrix since his Death, she by her endorsement on the Back of  
said Note with her own hand, indorsed the same over to S<sup>r</sup> Samuel the Plea and  
ordered the S<sup>r</sup> Thomas to pay the Contents of S<sup>r</sup> Note then wholly due & unpaid  
to the S<sup>r</sup> Samuel or her Order, for Value of him received whereof S<sup>r</sup> Thomas then &  
there instantly had Notice & so became chargeable to pay the same to S<sup>r</sup> Samuel  
on Demand, & in Consideration thereof S<sup>r</sup> Thomas then & there promised said  
Samuel to pay him the same on Demand & yet S<sup>r</sup> Thomas the requested has  
not paid the same but neglects it to the Damage of S<sup>r</sup> Samuel thirty pounds  
The Plea appears by John Phelps Gent<sup>l</sup> his Att<sup>y</sup> and the Deft has three times  
publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that S<sup>r</sup> Samuel do recover against S<sup>r</sup>  
Thomas Thirteen pounds three shillings & seven pence of lawful money Damages  
& Costs of Suit taxed at £16<sup>s</sup> 11<sup>d</sup> 6<sup>d</sup> & Exp<sup>ts</sup> of S<sup>r</sup> Dec<sup>r</sup> 19. 1789.

L Keith  
C Keith & Leg  
N<sup>o</sup> 30

Luther Keith of Petersham in the County of Worcester Yeoman Plaintiff vs.  
Keith late of Bridgewater in the County of Shropshire Husband & now  
absent & absconding Debtor & Caleb Keith of Pelham in the County of Hamp-  
shire Yeoman Trustee of the said Calvin, Deft in a Plea of Covenant Broken, for that  
whereas by certain Indenture of four parts made at Northampton aforesaid on the  
twenty ninth day of April in the Year of our Lord One thousand seven hundred & seven-  
ty eight between the said Luther Keith of the one part, Ebenezer Keith of Petersham  
aforesaid Yeoman of the second part Caleb Keith of Pelham aforesaid Yeoman of the third  
part & the said Calvin Keith of the fourth part, one part of which said Indenture seal-  
ed with the Seal of the S<sup>r</sup> Calvin in Court to be produced bears Date the same Day &  
Year that Ebenezer Keith late of S<sup>r</sup> Bridgewater Yeoman Father of the several Parties to said  
Indenture did at S<sup>r</sup> Bridgewater on the twenty first day of October 1773 execute & seal a  
certain Paper purporting to be the said Ebenezer's last Will wherein among other  
Things he the said Ebenezer did give & bequeath unto his three Sons Caleb & Calvin  
Partners said Indenture & one Alexander Keith all his Lands lying on the Easterly  
Side of the Country Road being by Estimation about fifty four Acres & also four Acres



of Swamp Land lying near South Cove being the Lot said Deane had of his Pa-  
 ther &c &c. The remainder of the original Declaration on this being wrote very  
 thick & also very pale and so that it is impossible to read it, it is therefore omitted.  
 The Parties appear by Simon Strong Esq<sup>r</sup> & Mr. Defts by their Manager Esq<sup>r</sup>  
 and they agree to a Court rule of this Court, and it is considered by the  
 Court that they have Day here in Court untill the second Tuesday of February next.

James Jackson of Roxbury in the County of Suffolk Merchant vs Andrew Jackson  
 Defendant of Cohasset in the County of Hampshire Gent<sup>l</sup> Defts in a Plea De m<sup>o</sup> 31  
 of Debt in that whereas the said James by the Justices of our Court of Sessions  
 that holden at Boston in & for our County of Suffolk viz at Northampton  
 aforesaid on the third Tuesday of April in the Year of our Lord One thousand  
 seven hundred & eighty seven recovered Judgment against the said Andrew  
 for the sum of fourteen pounds nineteen shillings lawful money Damage & three  
 pounds eighteen shillings eight pence Costs of which whereof the said Andrew  
 is convicted as appears by the Record of the Court which said Judgment  
 shall remain in full force not reversed, whereon two Writs of Execu-  
 tion have issued and are returned dated, paid only in part viz in the  
 sum of Ten pounds four shillings & four pence, where an Auction hath  
 accrued to the said James to have Demand of said Andrew the Remain-  
 der of his Damages & Costs aforesaid together with four shillings for said  
 Writs of Execution amounting in the whole to the sum of Eight pounds  
 sixteen shillings & four pence. Yet the said Andrew the often requested hath  
 not paid & thus but neglects it to the Damage of the said James thirty  
 pounds. The Parties appear by their Att<sup>ys</sup> and agree to a continuance  
 of this Case, and it is considered by the Court that they have Day  
 here in Court untill the second Tuesday of February next.

Sam Brown of Belchertown in the County of Hampshire Husbandman Brown  
 vs Beniah Hawes of New Braintree in the County of Worcester Yeoman Hawes  
 Defts in a Plea that he under him the sum of twenty pounds which to  
 him he owes & from him unjustly detains & whereas the Plaintiff says  
 that the said Beniah at said Northampton on the sixteenth day of Octo-  
 ber in the Year of our Lord One thousand seven hundred & eighty eight  
 by his Bond in Writing under his hand & seal of that Date & in Court to  
 be produced bound & obliged himself to the Plaintiff in the sum of twenty  
 pounds lawful money to be paid him on Demand. Yet the said Beniah  
 the often requested has never paid the same but neglects it to the Damage  
 of the Plaintiff twenty pounds. The Parties appear & agree to refer this Case  
 with all Demands to the Determination of Daniel Gould of Ware Aaron  
 Marick of Palmer & Robert Field of Greenwicks the Award of them or  
 any two of them to be paid, to be returned into this Court Judgment to be  
 made up & Execution issued accordingly. And it is considered by the  
 Court that this Agreement of the Parties be the Rule of this Court in this  
 Case & that they have Day here in Court untill the second Tuesday of Febru-  
 ary next.

John Patrick of Western in the County of Worcester Yeoman vs Cowls &c  
 Israel Cowls Yeoman alias Gent<sup>l</sup> & Josiah Cowls Yeoman alias Gent<sup>l</sup> Defts in a Plea De m<sup>o</sup> 33  
 both late of Belchertown in the County of Hampshire Defts in a Plea of the  
 Case for that the said Israel & Josiah at Western viz at Northampton aforesaid on  
 the sixteenth Day of October last made by their Note for value received promised  
 the Plaintiff by their Order sixty pounds two shillings & four pence lawful  
 Silver Money on Demand with interest. Yet the said Israel & Josiah nor either  
 of them, nor any of them have ever paid the same but neglects it to the Damage of



the said John Ninety pounds. The Pl<sup>ff</sup> agrees by Deighton to the Ex<sup>ts</sup> of the Att<sup>y</sup> and the said Isaac & Joseph the then Trins publicly called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said John do recover against the said Isaac & Joseph six pounds of lawful Money Damages & Costs of Suit taxed at £ 1 11s 2 & 1/2 of a

Samuel Ward of Lancaster & David Sanders of Peterborough Esqrs Exrs of Est<sup>d</sup> 3<sup>d</sup> 1789  
County of Worcester Gentlemen. It is shewn that the said Samuel Ward & David Sanders  
of Peterborough Esqrs & the said Samuel Ward & David Sanders of Peterborough Esqrs  
in a Plea of Debt returned on the 11<sup>th</sup> of the said 3<sup>d</sup> 1789 in the County of Hampshire at  
Springfield in the County of Hampshire on the twenty fifth day of September  
in the Year of our Lord seventeen hundred & eighty eight by their Bond or Writing  
obligatory of that Date by them signed & sealed with the Seals of the said Samuel Ward  
& David Sanders to be produced acknowledged themselves to be holden & to stand  
firmly bound & obliged to the said Samuel Ward & David Sanders of Peterborough Esqrs  
shillings lawful money to be paid to the said Samuel Ward & David Sanders of Peterborough Esqrs  
& the said Samuel Ward & David Sanders have not nor has either of them the agreed or ever paid the same but  
they detain it to the Damage of said Samuel & David Sixty pounds  
The said Samuel Ward & David Sanders Esqrs their Att<sup>y</sup> & the Deft by Caleb Strong Esq<sup>r</sup>  
their Att<sup>y</sup> and they agree to a continuance of this Case ~ And it is considered by  
the Court that they have Day here in Court untill the second Tuesday of Febru-  
ary next

Paul's Goodwill of Wilbraham in the County of Hampshire Plaintiff  
vs Daniel Watkins of Wilbraham aforesaid Defendant in a Plea of Trespas  
on the Case &c as in a Charge set forth in the Declaration on file. The Plea  
appears by George B. Whit Gent. for Atty. and moves that an Award on the  
Subject Matter of this Action may be accepted, the Deft by Edm. Stoker Esq.  
comes into Court and objects thereto, the Parties being heard, it is considered  
by the Court that said Award be not accepted, Whereupon the Atty. discontin-  
ues his Action and the Deft moves for Costs, and it is considered that no Costs  
be taxed for the Deft in this Case

John Morgan of Springfield in the County of Hampshire Gent. <sup>proffes</sup> the Inhab-  
itants of Westfield in the County of said Dist. in a. The of Supp. on the Case for  
that whereas the Inhabitants of the respective Towns within this Commonwealth are liable  
a chargeable by Law for the support of the poor Inhabitants of their own Towns & Persons  
who become unable to support themselves having no Relations by Law obliged to  
support them who are of sufficient Ability to do it & whereas Reuben Williams  
of Westfield aforesaid labourer being a legal Inhabitant of said Town of Westfield  
on the twenty seventh day of October in the year of our Lord one thousand seven him  
dred & eighty seven at said Springfield for his not paying his Proportion of the  
Town Taxes of said Town of Westfield duly assessed on him by Virtue of a Warrant  
of Distress duly issued by the Officers of said Town of Westfield was committed to  
the Common Goal in Springfield aforesaid of which the It was therein long after  
a Deputy a Under keeper and was by Virtue of Warrants & Execution by the  
Treasurer of the Commonwealth issued against him as a sufficient Collector of  
public Taxes for a long time to wit from 1<sup>st</sup> twenty seventh day of October to  
the first day of June then next ensuing confined & detained in a Goal at the  
said Reuben was & thereby became immediately upon his Commitment a poor  
wholly unable to support himself in said Prison & having no Relation able to main-  
tain him was by Law obliged to do it of all which the Overseers of the Poor of said  
Town & said Inhabitants had due Notice to wit at Westfield aforesaid on the first twen-  
ty seventh day of 1<sup>st</sup> October but the said Inhabitants altogether neglected & refused to  
provide for the support & maintenance of 1<sup>st</sup> Reuben as by Law they were bound to do  
in consequence the said John Morgan to prevent the said Reuben from perishing with Cold.



and stronger in said Court provided for his support & maintenance  
 necessary food drink fire & other necessaries during the whole of said term of his con-  
 finement to wit for the term of thirty three weeks & the J<sup>ts</sup> saw said Board and  
 Maintenance of said Reuben was then & there well worth Sixp<sup>ts</sup> shillings by the Week  
 amounting to Nine pounds eighteen shillings lawful money in the whole & that  
 & Reuben there was & ever since hath been & still is unable to pay for him aforesaid to  
 the J<sup>ts</sup> of said which the J<sup>ts</sup> gave the said Substantials due Notice to wit at said  
 Springfield on the first day of July last by means of all which the Substantials  
 then & there became liable to pay the J<sup>ts</sup> the same sum of Nine pounds eight  
 en shillings & in consideration thereof the said Substantials of Westfield then  
 then appeared on themselves & to the J<sup>ts</sup> faithfully promised to pay him the  
 same on Demand — Also for that the said Substantials at said Westfield  
 on the first day of July last past were justly to the J<sup>ts</sup> in one other sum  
 of Nine pounds eighteen shillings lawful money for so much money as the  
 special Sustainers Request of Substantials by the J<sup>ts</sup> to their Clerk paid & disbur-  
 sed laid out & expended & in consideration thereof the said Substantials then  
 & there appeared on themselves & promised the J<sup>ts</sup> to pay him the same  
 last mentioned sum on Demand — Also for that whereas the said Substabi-  
 tials then & there were justly indebted to the J<sup>ts</sup> in one other sum of Nine  
 pounds eighteen shillings lawful money for boarding Reuben Williams one  
 of the Poor of the said Town of Westfield thirty three Weeks & being so indebted  
 the said Substantials then & there appeared on themselves & faithfully promised  
 the J<sup>ts</sup> to pay him the same last mentioned sum on Demand — Yet said  
 Substantials the often threats requested have never paid the J<sup>ts</sup> any part  
 of either of the aforesaid sums but neglected & refused to do it to the Damage  
 of said John Ingham pounds — The J<sup>ts</sup> appears by George J<sup>ts</sup> Gent<sup>l</sup> his  
 Att<sup>y</sup> and the Deft<sup>y</sup> by Caleb Strong Esq<sup>r</sup> then Att<sup>y</sup> come & defend when de-  
 mand for the said sum were promised in Manner & Form as the J<sup>ts</sup> in  
 his Declaration hath abledged & there of put themselves on the Country —

And the said John averring Liberty to waive the Defendant on Trial of  
 the Appeal & join Issue then say the Plea of the Substantials in Manner &  
 Form above shad<sup>d</sup> & the Matter therein contained is insufficient in Law  
 & though prays Judgment &c And the Deft<sup>y</sup> consenting to said Declaration  
 say that their Plea is sufficient — Whereupon all singular  
 the sum<sup>s</sup> being found by the Court due fully understood & assumed as it app-  
 ears to the Court that the Plea aforesaid of the said Substantials by them above  
 pleaded & the Matter therein contained is a full & sufficient answer to  
 the Declaration of the said John; and that the said John by his Plea aforesaid  
 ought to receive Nothing — Wherefore it is considered by the Court that the  
 said John for his groundless claim be in money &c and that the said  
 Substantials do recover against the said John their Costs taxed at

Whereupon the said John by his Att<sup>y</sup> aforesaid appeals from the  
 Judgment of the Court to the Supreme Judicial Court to be holden at Spring-  
 field in & for the County of Hampshire on the fourth Tuesday of September  
 next and he recognizes with Sureties as the Law directs for said  
 John prosecuting his said Appeal with Effect as by & through a &c on  
 File does appear

Deputy Miller of Ludlow in the County of Hampshire Gent<sup>l</sup> & J<sup>ts</sup> No 65 Miller  
 Deputy Sheriff & Solomon Dewey J<sup>ts</sup> on both of Westfield in the County aforesaid  
 Deft<sup>y</sup> in a Plea of Sup<sup>er</sup> on the Case for that whereas the said John & Solomon Dewey &c  
 on by the Consideration of the Justices of the Supreme Judicial Court holden  
 at Northampton within & for the County of Hampshire on the ninth day  
 of April in the Year of our Lord seven hundred and eighty seven return-  
 ed Ind<sup>em</sup> nent against Moses Hopkins & Thomas Hagerol both of Great Barrington  
 Town in the County of Berkshire Gent<sup>l</sup>men for the sum of two hundred and



Twenty four pounds six shillings & eight pence lawful money Debt & eight pounds & two pence both of which & afterwards at Northampton aforesaid on the 11th month day of August last past the said Noble Solomon by their Receipt & assignment on the Back of an alias Execution duly issued on said Judgments in Writing under their hands acknowledged that they had received of the Plff the full contents of said Judgments & Execution and in consideration thereof did thereby assign & make over to the Plff the same Execution & Judgment with full Power to receive & convert the contents thereof to his own use & the said Noble Solomon then & there did agree & promise & engage to the Plff that they would not discharge the same Judgment & Execution or do any Act to prevent the Plff collecting the contents thereof or to undo void & of no Effect said Assignment - Yet said Noble Solomon not regarding their Assignment promise & Undertaking aforesaid & contriving & intending craftily & subtilly to receive and defraud the Plff in this behalf did not permit the Plff to receive & convert the contents of said Judgment to his own use but on the 10th day of December last past at Northampton aforesaid did discharge the same Judgment on the said Noble Dewey then & there by his Writing indorsed on the Back of a Return Execution duly issued on said Judgment did acknowledge that he had received of said Hopkins & Ingersoll the full contents of both Debts & both and did thereby discharge the same & every part thereof & direct the Officer to whom the same Execution was committed to return it wholly satisfied by means of all which the Plff say he hath wholly lost the Benefit of said Judgment & the aforesaid Assignment thereof - Also for that whereas the said Noble Solomon at Northampton aforesaid on the first day of July last were justly indebted to the Plff in the sum of two hundred & twenty five pounds fourteen shillings & one penny lawful money for so much money then before that time by the said Noble Solomon to the Plff then had received & in consideration thereof the said Noble Solomon then & there assigned or transferred & faithfully promised the Plff to pay him the same sum on Demand - Yet the said Noble Solomon the Officer thereto requested have never performed their said Promises but neglects & refuses to do it to the Damage of said Joseph Two hundred & Sixty pounds - The said Parties appear - And it is considered by the Court that they have Day here in Court on the second Tuesday of February next -

Watson Jacob Watson of the City of New York & State of New York Merch<sup>t</sup> Plff &c  
Robinson Dan Robinson of Granville in the County of Hampshire Debt<sup>r</sup> - The said Jacob  
N<sup>o</sup> 98. complains that the said Dan at Granville aforesaid on the twentieth Day of October in the Year of our Lord One thousand seven hundred & eighty six by his Note in Writing under his hand of said Date for Value then received, promised to pay the said Jacob or his Order on or before the twenty first day of December then next Four hundred & thirty pounds New York Currency with lawful Interest after that Time (meaning lawful Interest after Time of Payment) which Time of Payment is long since elapsed & passed & the said Dan & the said Dan hath never fulfilled his said Promise altho the said Jacob hath always stood ready at Granville aforesaid to receive the said Pay which is to the Damage of the said Jacob Five hundred pounds - which Case was commenced before Isaac Corbitt Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brought up to this Court as the Statute requires - The Plff appears by John Phelps Just<sup>ice</sup> of the Peace and the Debt by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & defends &c & prays Judgment of the Writ & Declaration aforesaid because he says that there is no Agreement in the same Writ or Declaration that any Promise was ever made to the Plff any Person nor what kind of Promise is brot by the Plff he therefore prays that the same Writ may be quashed and that the Costs by Reason of this Suit may be adjudged to him - Whereupon it is ordered by



the Court that the said Writ do abate - and that the Deft do move against the  
said Jacob his Costs taxed at  
Ather of 12

122

William Carter of Westfield in the County of Hampshire Yeoman. vs. Abel Tillotson of Granville in the County of Hampshire Deft in a Plea. Carter  
of the above Plea for that the said Abel at Southwick Over at Granville upon No 39  
said on the twenty eighth day of April in the Year of our Lord One thousand  
seven hundred & eighty three by his Note for Value rec'd promised to pay  
unto him the said William Five pounds lawful Money with Us on De  
mand - yet the said Abel the requested has never fulfilled his said Promise  
but neglects it to the Damage of said William Ten pounds - This Case  
was commenced before Timothy Robinson Esq. Just. Pac. & is now brought up  
to this Court as the Statute directs - The Parties appear by their respective  
Attys and they agree to a continuance of this Case and it is considered  
by the Court that they have Day here in Court untill the second Tuesday of  
February next

Field xx

Robert Field of Greenwich in the County of Hampshire & Rachel his Wife vs. Joseph Prior of the same Greenwich Esq. & Joseph Prior Tobes of the same Greenwich No 40  
Yeoman Defts in a Plea of Trespas on the Case wherein the said Robert  
Rachel complains for this Cause to wit, that whereas the said Rachel is a  
good chaste & honest Citizen and from the Time of her Nativity hitherto  
hath been free from the Crimes of Fornication Adultery Lasciviousness &  
all other Crimes whatsoever and hath always lived free & unsuspected of  
all such Crimes and by her good honest & chaste Conversation had acquired  
the Love Goodwill & Esteem of all our Citizens to whom she was known  
and had also thereby secured to herself the Love & good Affection and  
Confidence of her said Husband - Nevertheless the said Joseph Prior  
Prior well knowing the same denying the good Fame Character and  
Reputation of the said Rachel & of their wicked Malice intending and  
contriving the said Rachel of her good Fame Character & Reputation to de  
prive & to bring her into Contempt & Disgrace among all our good Citizens  
& more especially to deprive of the Love & Affection of her said Husband &  
to bring her into Suspicion of the odious Crime of Adultery & cause her to  
suffer the punishment of the same Crime according to the Law in such  
Cases provided, did at said Greenwich on the twentieth day of August last  
past make & publish an infamous false scandalous & malicious Libel  
of and concerning the said Rachel to many of our good Citizens & the same  
Libel in the presence and hearing of many good Citizens did openly shew  
read utter & loudly pronounce, which Libel follows in these Words, that  
is to say - "I Joseph Prior Tobes of Greenwich of lawful Age testify & say  
that on the second Day of August at Night being Saturday Night after I was  
gone to Bed Mrs Rachel Field Wife to Robert Field came to my Bed & pulled  
off all her Cloaths excepting her Petticoat & got into Bed with me & lay with me  
all Night, Sunday Night being the third day at Night she came & lay with me  
again, I asked her what Mr Field would say if he knew that you lay with  
me she said he would not care for it for she told him that she would  
lay with me every Night that he was gone, next Night being Monday  
Night which is the fourth day at Night she came in the same Position and  
lay with me that Night, next Night being Tuesday Night Doctor William Stone  
came to the House of Robert Field & staid in the Room with Mr Field  
next Night being Wednesday Night following Doctor Stone came again Mr  
Field immediately asked me whether I was going to Bed I told her no she asked



me why, I told her that I should not go to Bed till the Doctor was gone. Home she  
asked me why, I told <sup>her</sup> Mr Field did not allow of such carrying on she  
said she would have the Doctor there when she was a Maid to and it was nobody's  
Business, she told me if I would go to Bed he should go away, I went to Bed, I  
would hear him there after that next night being Thursday Night, the Doctor came  
again, she told him he must have Milk for his Supper he went through the Room  
into the Kitchen, I then went to Bed, the first I knew Mr Field came out of the  
great Room & went into Kitchen & out of the Kitchen into the Chamber & down into  
the Entry into the great Room where I supposed I heard the Doctor & she talking  
together she came out & said she would get her some Bread & Milk she got it and  
carried it into the other Room where I suppose the Doctor was then came back and  
sat down in the Bed Room where I was on the Bed she asked me if I was going  
to get up to Night if I was she would fasten the Door & keep me in, she asked  
me if I did not want to go Home I told her I did not she said I had better she  
wanted my Sister to come & stay two or three days, she insisted so hard upon my going  
I got up, she said she was not afraid to stay alone I told her she need not so  
long as the Doctor was there, she said the Doctor is not here, I said he was in the  
other Room said she he is not, I told her I would venture a Dollar that he was  
she said she would venture a Dollar that he was not then I took the Candle out of  
her hand & run into the great Room & found the Entry Door & fire Door open  
I could not find him I told her I would sit on the Top of the Door and he  
would come in a few minutes she told me I had better go along, so I got up  
and went upon a Run to my father's Catons & waked them up & asked them  
for a Handkerchief or any thing to carry back that Mr Field might know that  
I had been there, I returned back to Mr Field, I went to the great Room  
where they lay and I heard the Doctor & Mr Field talking I then went  
round to the Bed Door and found <sup>and found some Chairs</sup>  
in the Entry I pulled off my shoes & went to the great Room Door but it was  
fastened so that I could not get in the Doctor asked me who was there I told him  
I was there he asked me who I told him Joseph they both came out into the Kitchen  
after a while they asked me whether I had been Home I told them I had & showed  
them the Handkerchief that I took from my Father, the Doctor sat down in the  
Room where I was he had nothing on but his Shirt & Breeches he was a few  
minutes & went back into the Room with Mr Field & as I was in one Room  
& they in the other we talked some time to each other Mr Field asked me to  
go to Mr Colton & borrow a candle I told her there was Candles enough in the  
House she said there was not, I told her I would go down & get one she  
told me I must go & get some Bread I told her there was Bread enough in  
the House, she said You know that I cannot eat such Bread as other Folks  
can I must have some Biscuits I told her Mr Colton was up to borrow  
some Bread that Evening, I told her I did not think Mr Colton would come  
if he had any Biscuits in the House she said I must go she wanted  
help as at that, Mr Field insisted so hard upon my going I went to  
the Door & Mr Field followed me & she told me that I need not be troubled  
about the Doctor being there for she lay with Peter in the Trundle Bed  
& then said I to Mr Field You was abed with the Doctor when I came  
Home from my Father's Catons, she said How do you know, I said You  
was certainly want You? she said Yes I was and it is Nobody's Business  
I then went down to Mr Colton's & waked him up & asked him for Bread  
& Shad he said he had no Bread in the House & he should not get up to  
get any Shad I told him that I only he should get up & go up there  
that he might know that I was sent he said he would come up in the Morn-  
ing



109  
11 and petted her somewhat I then went to the Doctor's Wife and asked her  
11 for some Biscuits, she got up & got me some and I carried it Home to her  
11 and she eat a mouthful or two of it & would I should eat the rest. I told  
11 her I would not & in a few minutes went to Bed & in the morning  
11 after sunrise I got up & after I got up the Doctor's Wife came out of the  
11 great Room & went into the Kitchen & then went Home Joseph Prior Tobey"

"Hampshire August 20<sup>th</sup> 1788 Then Joseph Prior Tobey personally appearing  
11 & made solemn Oath to the Truth of the foregoing Instrument by him sub-  
11 scribed and that it was true & just before Isaac Powers his Peer"

by means of which making, publishing & uttering aforesaid that Rachel  
hath suffered the great Infamy & Scandal of the hurtful & wicked crime  
of Unchastity & Adultery among many good & creditable  
Citizens with whom the said Rachel was before in much Honour Credit  
& Esteem & hath been brought into Danger of losing the Love Affection  
& Esteem of her said Husband & of having our good Citizens with-  
draw from her Company & Society as from the Company & Society  
of an incontinent & unchaste Woman & the said Robert & Rachel have  
besides been put to great Trouble Anxiety & Expence to the Damage of  
the said Robert Rachel five hundred pounds - The Petitioner  
by Simon Strong Esq<sup>r</sup> the Att<sup>r</sup> and the Deft<sup>r</sup> by Henry Merick Esq<sup>r</sup>  
their Att<sup>r</sup> come & move for continuance of this Case that they  
may have Opportunity to plead & specially - And it is considered  
by the Court that they have Day before Court until the second Tues-  
day of February next

Jonathan Field of Amherst in the County of Hampshire Yeoman & Sarah his Wife Petrs vs Nathaniel Briggs of Shutebury in the  
same County Yeoman Deft in & Pet of Entry upon Ejection in  
the Per & Cal<sup>r</sup> wherein the said Jonathan & Sarah demand against the  
said Nathaniel a certain Tract of Land with the appurtenances lying  
in Shutebury aforesaid consisting of the original Lots hereafter mentioned  
that is to say the first Division Lot Number Thirty three the second Div-  
ision Lot Number Eighteen laid out to Eighty Number  
and seventy one Acre of Land being part of the first Division Lot Num-  
ber forty four & of the second Division Lot Number Eleven which said  
Tracts being contiguous to each other & the whole of the Demanded Premises  
consisting of the same Tracts is described & bounded within the fol-  
lowing Limits that is to say beginning at the South East Corner and  
thence running West one hundred & seventy three rods to a Black  
Oak Tree thence North One hundred & seventy four rods to a Stake  
thence East thirty degrees & thirty minutes North One hundred & fifty six  
rods to a small Elm tree on the River Bank thence running  
South on the West Branch of the River to the first mentioned  
Corner as the Right & Inheritance of the said Sarah & into which the  
Nathaniel hath not Entry but by Eliza Ingram to whom Zachus Crocker  
Perabel Wilder & Joseph Lock demand the same & who unjustly & without  
Judgment entered into the same & though dispirited the said Sarah & who  
on the said Jonathan & Sarah say that the said Sarah within thirty Years  
now past past was seized of the demanded Premises in her Lifetime  
as of free & Right in a Term of Years taking the Profits thereof to the  
Value of thirty shillings by the Year & into which the said Zachus & Perabel  
have unjustly & without Judgment entered & though dis-  
pirated the said Sarah and the said Jonathan & Sarah complain that the

Field & W<sup>r</sup>  
Briggs  
N<sup>o</sup> 41



said Nathaniel shall unjustly deposite & holdeth them out to the Damage  
of said Jonathan & Sarah Three hundred pounds. The Plaintiff by Simon  
Strong Esq<sup>r</sup> their Att<sup>r</sup> & the Def<sup>t</sup> by Samuel Stinkley Esq<sup>r</sup> his Att<sup>r</sup> and it is  
considered by the Court that they have Day here in Court untill the Second Tuesday  
of February next

Chinich  
vs  
Cromb  
N<sup>o</sup> 42  
Richard Chinich of South Hadley in the County of Hampshire Yeoman Pl<sup>t</sup>  
vs  
J<sup>r</sup> Thimbas Cromb of Leyden in the County of Middlesex Defendant Pl<sup>t</sup> in a  
Petition of Entry upon Distress in wherein Richard demands against Thimbas  
a certain Tract of Land with the Appurtenances lying in Leyden aforesaid being  
the Lot Number Twenty eight in Bernardston Gore first Division so called  
containing fifty two acres laid out to House Lot Number Eighty in Falltown  
Property so called as the Right & Inheritance of the said Richard & into which  
said Thimbas hath without Entry but by Distress by him unjustly & without Law  
taken committed with in the Term of thirty years last past and where upon the  
said Richard says that he within the Term of thirty years now last past was  
seised of the demanded Premises with the Appurtenances in his Demise as of  
Free & Right in Time of Peace taking the profits thereof to the Value of fifty  
Shillings by the Year whereinto the said Thimbas hath since unjustly without  
Judgment entered & disseized the said Richard & the said Richard complains  
that Thimbas still unjustly deposite & holdeth him out to the Damage  
of Richard four hundred pounds. The Plaintiff by Simon Strong  
Esq<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> by Moses Blisk Esq<sup>r</sup> his Att<sup>r</sup> moved and shewed that this  
Case may be continued to the next Term. And it is considered by the  
Court that they have Day here in Court untill the Second Tuesday of Februa  
ry next

Dickinson  
vs  
Abercrombie  
N<sup>o</sup> 43  
Elijah Dickinson Gent<sup>l</sup> & Elisha Dickinson Yeoman both of Hatfield in the  
County of Hampshire & Obadiah Dickinson of Northfield in the same County  
Gent<sup>l</sup> Executors of the last Will & Testament of Obadiah Dickinson late of  
Hatfield Gent<sup>l</sup> deceased Pl<sup>t</sup> vs  
Andrew Abercrombie late of Pelham in  
the County aforesaid Yeoman Executor of the last Will & Testament of  
Robert Abercrombie late of said Pelham Gent<sup>l</sup> deceased. Def<sup>t</sup> in a Petition of  
the Case for that the said Robert at Pelham in his Life Time to wit on the  
twenty fourth day of September in the Year of our Lord One Thousand seven  
hundred & eighty four by his Note under his hand of that Date for Value  
received promised & Obadiah deceased to pay him or his Order the Sum of  
Forty pounds lawful money on Demand with lawful Interest for the same  
till paid. And the said Robert the often requested never paid the same or any  
part thereof either to Obadiah in his Life Time or to the Executors since  
his Death, nor hath the said Andrew since Robert's Death paid the same or  
any part thereof either to Obadiah in his Life Time or to the Executors  
since his Death but he lists it to the Damage of said Elijah & Elisha  
Twenty pounds. The Plaintiff by Simon Strong Esq<sup>r</sup> their Att<sup>r</sup> and the  
Def<sup>t</sup> in his own Person and they agree to a sentence made of this Case and it is  
considered by the Court that they have Day here in Court untill the Second  
Tuesday of February next

Peter Esq<sup>r</sup>  
vs  
Lampson  
N<sup>o</sup> 44  
Elihu Peter of Hadley in the County of Hampshire Esq<sup>r</sup> Pl<sup>t</sup> vs  
Amos  
Lampson of Greenwich in the same County Yeoman Def<sup>t</sup> in a Petition of  
the Case for that Amos at Greenwich on the 8<sup>th</sup> day of May in the Year  
of our Lord seven hundred & eighty eight by his Note for Value received  
promised Peter to pay him or his Order Ten pounds four shillings &  
two pence lawful money on Demand with Interest. Yet Amos the re  
quested has never paid the same but neglects in to the Damage of said  
Elihu fourteen pounds. The Plaintiff by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> &



the said Annot the Thirtieth, publicly called to come into Court makes Default  
of appearance he wherefore it is considered by the Court that s<sup>r</sup> Chazr do  
recover against said Annot Seven pounds & six pence of lawful money  
Damages & Costs of Suit taxed at £ 14 3. 4 & thereof Exon<sup>r</sup> s<sup>r</sup> Sep<sup>r</sup> 21. 1789.

Chazr Porter of Hadley in the County of Essex, s<sup>r</sup> Ple<sup>r</sup> s<sup>r</sup> Senmiah  
a la Pover s<sup>r</sup>ur of Greenwich in the same County s<sup>r</sup>oman Deft. in a Plea of the Case  
for that s<sup>r</sup> Senmiah at Hadley aforesaid on the ninth day of  
May in the Year of our Lord Seventeen hundred & eighty eight by his Note  
for Value rec<sup>d</sup> promised said Chazr to pay him or his Order the Sum  
of thirteen pounds fourteen shillings & two pence lawful money on De  
mand with lawful Interest for the same till paid & yet s<sup>r</sup> Senmiah  
the often requested hath never paid the same but neglects it to the  
Damage of s<sup>r</sup> Chazr Eighteen pounds. The Plea appears by Sim  
on Strong Esq<sup>r</sup> his Att<sup>r</sup> and the said Senmiah the three Times pub  
licly called to come into Court makes Default of appearance he  
wherefore it is considered by the Court that the said Chazr do recover aga  
inst the said Senmiah Fourteen pounds sixteen shillings & four pence  
of lawful money Damages & Costs of Suit taxed at £ 14 3. 8 & thereof Exon<sup>r</sup> s<sup>r</sup> Sep<sup>r</sup> 21. 1789.

Chazr Porter of Hadley in the County of Hampshire Esq<sup>r</sup> Ple<sup>r</sup> s<sup>r</sup> Deane  
Train of Greenwich in the same County s<sup>r</sup>oman Deft. in a Plea of the Case  
for that s<sup>r</sup> Deane at Greenwich aforesaid on the ninth day of May in  
the Year of our Lord Seventeen hundred & eighty eight by his Note for Value  
rec<sup>d</sup> promised said Chazr to pay him or Order Four pounds eighteen  
shillings & eleven pence of lawful money on Demand with lawful Int  
est for the same till paid & yet s<sup>r</sup> Deane the requested hath never paid  
the same but neglects it to the Damage of said Chazr Seven pounds  
The Plea appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> and the Deft the three  
Times publicly called to come into Court makes Default of appearance  
he wherefore it is considered by the Court that s<sup>r</sup> Chazr do recover  
against s<sup>r</sup> Deane Five pounds six shillings & ten pence of law<sup>r</sup> Money  
Damages & Costs of Suit taxed at £ 14 3. 8 & thereof Exon<sup>r</sup> s<sup>r</sup> Sep<sup>r</sup> 21. 1789.

Chazr Porter of Hadley in the County of Hampshire Esq<sup>r</sup> Ple<sup>r</sup> s<sup>r</sup> Darius Rice  
of Greenwich in the same County s<sup>r</sup>usbandman Deft. in a Plea of the Case  
for that said Darius at Hadley aforesaid on the ninth day of May in the  
Year of our Lord Seventeen hundred & eighty eight by his Note for Value  
rec<sup>d</sup> promised s<sup>r</sup> Chazr to pay him or Order the Sum of Sixteen pounds  
seven shillings & three pence lawful money on Demand with lawful Int  
est for the same till paid & yet said Darius the requested hath never paid  
the same but neglects it to the Damage of s<sup>r</sup> Chazr Twenty pounds  
The Plea appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the said Darius the three  
Times publicly called to come into Court makes Default of appearance  
he wherefore it is considered by the Court that the s<sup>r</sup> Chazr do rec  
over against the s<sup>r</sup> Darius Seventeen pounds thirteen shillings & four  
pence of lawful money Damages & Costs of Suit taxed at £ 14 3. 4 and  
thereof Exon<sup>r</sup> s<sup>r</sup> Sep<sup>r</sup> 21. 1789.

Nichmiah Strong of Newtown in the County of Fairfield s<sup>r</sup> State of Conn: Strong  
merchant Gen<sup>r</sup> s<sup>r</sup> Ple<sup>r</sup> s<sup>r</sup> Warham Smith of Hadley in the County of Hamp  
shire s<sup>r</sup>oman Deft. in a Plea of the Case for that the s<sup>r</sup> Warham at Northampton  
on the twentieth day of January in the Year of our Lord Seven  
teen hundred & eighty nine by his Note for Value rec<sup>d</sup> promised said  
Nichmiah to pay him or Order Seventy five pounds sixteen shillings & four  
pence lawful money on Demand with lawful Interest for the same till  
paid & also for that s<sup>r</sup> Warham at Northampton on the twentieth day  
of January in the same Year by his other Note for Value rec<sup>d</sup> promised said  
N<sup>o</sup> 48.



Nathaniel to pay him a Order Fourteen pounds, fourteen shillings & eleven pence  
lawful Money on Demand with lawful Interest for the same till paid, yet said  
Warham the other requested both never paid the contents of either of said Notes  
but neglects it to the Damage of said Nathaniel Six hundred pounds  
The Plaintiff appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of Appearance here wherefore  
it is considered by the Court that the said Nathaniel do never against the  
said Warham Ninety three pounds, eighteen shillings & two pence of lawful Money  
Damages & Costs of Suit taxed at L<sup>h</sup>. 67 & thereof a Decree Oct. 22<sup>d</sup> 1789

Sproules  
Jordan &  
Agents  
No 17.

Nathaniel Sproule of Hardwick in the County of Middlesex Yeoman. Plaintiff  
Philip Jordan late of the same Hardwick an absent & absconding Debtor &  
Jacob Sampson Esq<sup>r</sup> Yeoman & George Sampson Yeoman both of the said County of  
Middlesex Agents Factors & Trustees of the said Philip. Def<sup>t</sup>s in a Case  
wherein the said Nathaniel complains of said Philip for this Cause to wit: that the  
said Philip at Hardwick viz at Northampton aforesaid on the seventeenth day of June in  
the Year of our Lord seventeen hundred eighty six by his Note of that Date for Value  
received promised said Nathaniel to pay him or his Order the Value of Eighteen pounds  
in neat Cattle one or before the twentieth day of October then next to deliver  
said Cattle to the said Nathaniel at his Dwelling House in Hardwick aforesaid with  
lawful Interest for the same till paid - Also for that said Philip at Northampton  
aforesaid on the eighteenth day of June in the Year of our Lord  
seventeen hundred eighty six by his other Note of that Date for Value received prom-  
ised the said Nathaniel to pay him or his Order the Value of Eighteen pounds  
lawful Money in neat Cattle one or before the twentieth day of October then  
next with lawful Interest for the same & to deliver the same Cattle to said Nathani-  
el at his said Nathaniel's Dwelling House in Hardwick aforesaid - Also for  
that whereas the said Philip at Northampton on the twenty eighth day of  
November in the Year of our Lord seventeen hundred eighty six had by his  
Deed granted & sold to the said Nathaniel for the Consideration of twenty  
four pounds in lawful Money a certain Tract of Land of One hundred Acres  
in a Place called Summerfield in the County of Middlesex & State of Vermont  
and the said Nathaniel at the special Instance & Request of said Philip had  
purchased the said Lands & paid the Consideration Money aforesaid he  
the said Philip in Consideration thereof promised said Nathaniel that in  
Case he the said Nathaniel should not be able to hold & enjoy the said Lands  
because he the said Philip had not good Right to sell & convey the same then  
he said Philip would pay to said Nathaniel the said Sum of twenty four pounds  
on Demand with lawful Interest for the same till paid, and said Nathaniel  
says at the Time of making said Deed the said Philip had no Right to sell & convey  
said Lands & by means thereof he the said Nathaniel could not hold or enjoy  
the same Lands but hath wholly lost the same, whereof the said Philip then  
instantly had Notice - Also for that the said Philip at Northampton on  
the twenty eighth day of November in the Year of our Lord seventeen hundred  
eighty six owed the said Nathaniel the Sum of twenty four pounds lawful  
Money for so much Money by the said Philip of the said Nathaniel to the Use  
of the said Nathaniel then before that Time had & received in Consideration thereof  
of the said Philip then & there promised said Nathaniel to pay him the same  
on Demand yet said Philip the other requested both never paid the same  
or ever performed his Promise aforesaid or any of them but neglects it  
to the Damage of said Nathaniel Sixty pounds, & since the Time of making  
the aforesaid Promise hath absconded & withdrawn himself out of this  
Commonwealth into parts unknown, having Goods & Chattels, Rights &  
Credits in the Lands & Possession of the said Jacob Sampson Esq<sup>r</sup> & George  
Sampson to the Value of Sixty pounds, &c  
The Plaintiff appears  
by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and the said Jacob Sampson in his own Person  
comes here into Court and being sworn declares upon his Oath that he gave my  
Note to Philip Jordan the Def<sup>t</sup> which I think was dated in October Anno Domini



"Seven hundred & eighty seven wherby I promised to pay him the Value of  
"Five pounds in what Stock in October Seventeen hundred & eighty nine  
"with interest, and at the same Time gave him another Note for the Value of  
"of the Value of Ten pounds in what Stock with interest payable in the  
"Year Seventeen hundred & ninety, and at the same Time another Note for  
"the Value of Ten pounds payable to him in what Stock in the Year Seven  
"hundred & ninety One" and said Jacob further declared upon his  
said oath that the Contents of said Notes have never been paid, and that he  
had no other Goods Effects Mornies or Credits of said Philips in his hands -

And the said George Sampson likewise comes here into Court in his own  
Person & being sworn declares upon his Oath that he had given the said  
Philip Jordan two Notes of hand one for the Value of Ten pounds the  
other of Ten pounds fifteen shillings both on Interest payable in  
what Stock one of them in October Seventeen hundred & ninety the  
other in October Seventeen hundred & ninety one - and that he had no  
other Goods or Credits in his Hands or Possession - and in Order to balance  
the same Notes in part he had bought a Note payable to one Wm Hubbard  
for the sum of Fifty three shillings which has now been on  
Interest about three years & that he would not said Notes as so far bal  
lanced - Whereupon it is considered by the Court that this Case  
be continued to the next Term of this Court the second Tuesday of  
February next

Boltwood  
Dickinson  
p. 50

Benjamin Boltwood of Northampton in the County of Hampshire Gent<sup>r</sup> vs  
Aaron Dickinson of the same Northampton Gent<sup>r</sup> Defendant in a Plea that  
the said Aaron render to Benjamin Eighty nine pounds fourteen shill  
ings & nine pence which to him he owes & from him unjustly obtains  
& whereon said Benjamin says that at a Court of Common Pleas  
holden at Northampton within & for the County of Hampshire on  
the last Tuesday of August in the Year of our Lord One thousand seven  
hundred & eighty six the said Benjamin by the Judgement of the  
same Court recovered against the said Aaron the sum of Eighty  
seven pounds eighteen shillings & eight pence lawful Money Damages  
& one pound seven shillings & one penny Costs of Suit as by the  
Record thereof now remaining before the said Court is manifest  
and altho a Writ of Execution & Writ of Habere Corpus Execution  
have been sued out upon the said Judgement yet said Writs  
have been returned wholly unsatisfied & said Judgement remains  
in full force & Effect not annulled satisfied or reversed whereby  
Action accrues to Benjamin to demand & have the sum of Eighty  
nine pounds fourteen shillings & nine pence of the said Aaron  
yet said Aaron the often urged & hath never paid the same or any  
part thereof but neglects it to the Damage of Benjamin One hundred  
seven pounds - The Plea appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> and  
the Def<sup>t</sup> the three Times publicly called to come into Court makes  
Default of Appearance here - Therefore it is considered by the  
Court that Benjamin do recover against Aaron One hundred and  
six pounds two shillings & six pence of lawful Money with Costs  
of Suit taxed at £ 1<sup>0</sup> 3<sup>0</sup> 9<sup>0</sup> & thereof - Exec<sup>n</sup> p<sup>re</sup> 28. 1789 -

Robert Cutler of Amherst in the County of Hampshire Physician Pl<sup>ff</sup> vs  
Nathan Dickinson late of Pelham in the same County Yeoman &c  
absent & absconding Debtor & Jonathan Snow of the same Pelham Pl<sup>ff</sup> vs  
Nathan Dickinson & Trustee of the said Nathan Def<sup>t</sup> in a Plea  
for the title said Nathan said Amherst on the 5th day of January  
last past was by the indebted to Robert in the full sum of Four pounds  
two shillings lawful Money for Visit Attendance & Medicines by the said

Dickinson  
& Agents  
p. 51



Robert to said Reuben at his s<sup>d</sup> Reuben's special Instance & Request this before  
that said done & performed sold & delivered & in consideration thereof the said  
Reuben then & there undertook & faithfully promised the said Robert to content &  
pay him the said sum of four pounds ten shillings on Demand - Also for  
that the s<sup>d</sup> Reuben at s<sup>d</sup> Amherst on the eleventh day of November last by his  
Note for Value rec<sup>d</sup> & promised one Seth Coleman to pay him or Order the  
sum of seven pounds seven shillings & nine pence lawful Money on Demand  
with Interest, and afterwards viz<sup>t</sup> on the twelfth day of s<sup>d</sup> November at  
s<sup>d</sup> Amherst s<sup>d</sup> Seth by his Indorsement on s<sup>d</sup> Note with his own hand subscri-  
bed, ordered the Contents of s<sup>d</sup> Note then due & unpaid to be paid to s<sup>d</sup> Robert  
for Value rec<sup>d</sup> of which s<sup>d</sup> Reuben then had instant Notice & so became lia-  
ble to pay the Contents of s<sup>d</sup> Note according to the tenor of the same & Indorse-  
ment thereon - and in consideration thereof the said Reuben then & there un-  
dertook & faithfully promised s<sup>d</sup> Robert to pay him the same accordingly -  
yet s<sup>d</sup> Reuben the often requested hath never paid either of the sums afores<sup>d</sup>  
or Interest but neglects & refuses to do it to the Damage of s<sup>d</sup> Robert's Expendi-  
ture, and said Robert further saith said Reuben has since absconded &  
withdrawn himself out of the Limits of this Commonwealth &c. &c.

The s<sup>d</sup> Appraisers by Simon Strong Esq<sup>r</sup> his Atty<sup>y</sup> and the said Jonathan the Agent  
Factor &c. above mentioned being now three times publicly called to  
come into Court make Default of Appearance here - and it is con-  
sidered by the Court that this Case be continued to the next Term the se-  
cond Tuesday of February next

Bingham  
Goodman  
No 52. Labor Bingham of Hanover in the State of New Hampshire, Trader W<sup>ch</sup> or  
Noah Goodman of South Hadley in County of Hampshire Esq<sup>r</sup> Defendant in a  
Case for that said Noah at Hanover to wit<sup>t</sup> at South Hadley afores<sup>d</sup>  
on the sixteenth day of May in the Year of our Lord seventeen hundred &  
eighty nine by his Note under his hand for Value rec<sup>d</sup> & promised said  
Labor to deliver him at the Dwelling House of s<sup>d</sup> Noah in South Hadley by  
the first day of June then next the Value of twenty one pounds lawful  
Money in good merchantable West India English Rum or Rask Cattle  
with lawful Interest for the same till delivered and said Labor saith he  
has always been then ready to receive the same - yet s<sup>d</sup> Noah the often  
requested hath never delivered the same but neglects it to the Damage of  
said Labor twenty eight pounds - the s<sup>d</sup> Appraisers by Simon Strong Esq<sup>r</sup>  
his Atty<sup>y</sup> and the s<sup>d</sup> Labor comes in his own Person & moves for continuance  
of this Case to the next Term - and it is considered by the Court that  
s<sup>d</sup> Parties have Day here in Court until the second Tuesday of Feb-  
ruary next

Dickinson  
Hastings  
No 53. Elijah Dickinson of Hatfield in the County of Hampshire Yeoman Plaintiff  
Thomas Hastings of Amherst in the same County Yeoman & Administrator on  
the Estate of Thomas Hastings late of s<sup>d</sup> Amherst Gent<sup>l</sup> deceased Defendant in a Case  
for that s<sup>d</sup> Thomas then living at s<sup>d</sup> Amherst on the twenty sixth day of  
August in the Year of our Lord seventeen hundred & eighty three by his Note  
for Value rec<sup>d</sup> & promised said Elijah to pay him or Order Ninety nine pounds  
lawful Money on Demand with lawful Interest - yet s<sup>d</sup> Thomas the deceased  
the often requested hath never paid the same in his Life Time, neither hath  
the said Thomas the Administrator ever paid the same since his Death  
Also for that s<sup>d</sup> Thomas deceased at s<sup>d</sup> Amherst on the twelfth day of June in  
the Year of our Lord seventeen hundred & eighty six was indebted to s<sup>d</sup> Elijah  
in the sum of three shillings & four pence upon a Statement of Book Accounts  
in consideration thereof s<sup>d</sup> Thomas then & there undertook & faithfully pro-  
mised to pay him the same sum on Demand & s<sup>d</sup> Elijah avers he demanded  
the same on the same Day & Year last mentioned - yet s<sup>d</sup> Thomas the often re-  
quested hath never paid the same in his Life Time neither hath s<sup>d</sup> Thomas the Ad-  
ministrator since his Death ever paid the same but neglects it to the Damage of s<sup>d</sup> said



Eliza one hundred & fifty pounds - The Dep<sup>t</sup> appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> 125  
The Dep<sup>t</sup> also appears, and on the Motion of the Dep<sup>t</sup> it is considered by the Court that  
said Parties have Day here in Court until the Second Tuesday of February next - Dickinson del

Eliza Dickinson Gent<sup>l</sup> Elihu Dickinson Yeoman & Obadiah Dickinson Gent<sup>l</sup> all Ex<sup>r</sup>s  
late of Hatfield in the County of Hampshire Executors of the Test Will & Testament Hastings  
of Obadiah Dickinson late of Hatfield Gent<sup>l</sup> deceased Dep<sup>t</sup> vs Thomas Hastings Adm<sup>r</sup>  
of Amherst in the County of Hampshire Yeoman Administrator on the N<sup>o</sup> 54  
Estate of Thomas Hastings late of said Amherst Gent<sup>l</sup> deceased Dep<sup>t</sup> in  
a Plea of the Case for that R<sup>o</sup> Thomas then living at Amherst on the fourteenth  
day of January in the Year of our Lord Seventeen hundred & eighty two  
by his Note under his hand of that Date for Value rec<sup>d</sup> procured said  
Obadiah the Testator to pay him One hundred & fifty two pounds sixteen  
shillings & four pence lawful money with lawful interest for the same  
until paid - Yet R<sup>o</sup> Thomas the Deceased the often requested never  
paid the same in his Life Time to R<sup>o</sup> Obadiah, neither hath R<sup>o</sup> Thomas the  
Administrator since his Death paid the same to R<sup>o</sup> Obadiah, R<sup>o</sup> to said  
Executors but unjustly neglects it to the Damage of R<sup>o</sup> Eliza Elihu &  
Obadiah Two hundred & seventy five pounds - This Case was comm-  
enced before Charles Porter Esq<sup>r</sup> Just<sup>l</sup> Jais & is now brot up to this Court  
as the Statute directs - The Parties appear & on the Motion of the Dep<sup>t</sup>  
it is considered by the Court that they have Day here in Court until  
the Second Tuesday of February next

David Pratt of Pelhamstow in the County of Hampshire Gent<sup>l</sup> Dep<sup>t</sup> vs Pratt  
& Hannah Hixson of Ware in the County of said Hampshire Defendants Dep<sup>t</sup> in a Plea  
of the Case for that said Hannah at said Hatfield on the seventeenth  
Day of May Seventeen hundred & eighty one by her Note for Value rec<sup>d</sup> N<sup>o</sup> 55  
procured R<sup>o</sup> David to pay & deliver to him the Value of sixty five  
pounds lawful money in Three shillings by the bushell with  
in few months from the same Date with lawful interest for the same  
till paid & said David was always ready to receive the same yet  
said Hannah the requested hath never paid or delivered the same  
Thy but neglects it to the Damage of R<sup>o</sup> David One hundred & twenty  
pounds - This Case was commenced before Charles Porter Esq<sup>r</sup>  
Just<sup>l</sup> Jais and is now brot up to this Court as the Statute directs

The Dep<sup>t</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & the Dep<sup>t</sup> by Burgess  
Porter Esq<sup>r</sup> his Att<sup>y</sup> and they agree to a Continuance of this Case &  
it is considered by the Court that they have Day here in Court  
until the Second Tuesday of February next

David Pratt of Pelhamstow in the County of Hampshire Gent<sup>l</sup> Dep<sup>t</sup> vs  
Hannah Hixson late of Ware in the same County Yeoman Dep<sup>t</sup> in a Plea  
wherein R<sup>o</sup> David demands against R<sup>o</sup> Hannah One certain Tract of Land N<sup>o</sup> 56  
with the Appurtenances lying in Ware aforesaid described & bounded as  
follows viz / beginning at a heap of Stones on a Rock the North East  
corner of Captain Ousethad's five hundred acres & from thence runs North  
five degrees & thirty minutes West One hundred & five rods thence West  
twenty seven degrees South One hundred & ten rods to a heap of Stones  
by the River Brook thence South four degrees West about fifty four  
rods to a heap of Stones in the Line of Ousethad's Farm aforesaid then  
East to the first mentioned & bounded containing about fifty five Acres  
excepting out of R<sup>o</sup> Description the Lands taken up by two Roads lying  
thro' the same and when R<sup>o</sup> David says that the R<sup>o</sup> Hannah  
at said Ware on the seventh day of May in the Year of our Lord  
Seventeen hundred & eighty one by his Deed of Bargain & Sale of  
the same Date in Court to be produced duly acknowledged & registered  
for the consideration of One hundred & fifty pounds in Silver Lawful  
Money



paid by the said David, the said Okanah being then & there lawfully seized in the  
of the Premises did give ground bargain & sell to him the said David the Tract of  
land above described with the appurtenances to him the said David & his heirs  
forever, to have & to hold to him the said David & his heirs & assigns forever to  
his & their own proper use forever, by force of which Deed of Bargain & Sale  
the said David there instantly became lawfully seized in fee of the demanded  
Premises & thereupon made actual Entry into the same & within ten years  
now last past was seized of the same Premises in his Demesne as of Fee  
taking the Profits thereof to the Value of twenty shillings by the Year since which  
seventh day of May aforesaid said Okanah unjustly & without Judgment  
entered into the same & thereof dispossessed the said David & unjustly holds him out  
to his the said David's Damage three hundred pounds. The Plaintiff by  
Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> by Dwight Foster Esq<sup>r</sup> his Att<sup>r</sup> and  
they agree to a Continuance of this case And it is considered by the Court  
that they have Day here in Court until the second Tuesday of February  
next

Warner  
Smith  
No 57

Jonathan Warner of Hadley in the County of Hampshire Gent<sup>l</sup> vs<sup>r</sup> Oliver  
Smith of the same Hadley Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the Case for that the said  
Oliver at said Hadley on the twenty ninth day of April in the Year of our  
Lord sixteen hundred & twenty seven by his Note for Value rec<sup>d</sup> promised  
said Jonathan to pay him One hundred & twenty two pounds nineteen  
shillings & two pence one parting lawful Money within one Year from the  
Date of his Note with lawful Interest for the same till paid. Yet said Oliver  
the of his requested hath never paid the same but neglects it to the Damage  
of said Jonathan One hundred & eighty pounds. This case was commenced  
before Chas<sup>r</sup> Porter Esq<sup>r</sup> his Maj<sup>ty</sup>'s Just<sup>ice</sup> and is now brought up to this Court as the  
Statute directs. The Pl<sup>t</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup>  
by Caleb Strong Esq<sup>r</sup> his Att<sup>r</sup> and it is considered by the Court that they  
have Day here in Court until the second Tuesday of February next

Dickinson  
Hart  
No 58

Enos Dickinson Gent<sup>l</sup> vs<sup>r</sup> Enos Dickinson Young both of Hatfield in the County of  
Hampshire & Benjamin Dickinson of Northfield in the same County Gent<sup>l</sup> vs<sup>r</sup> Exec<sup>utors</sup>  
of the last Will & Testament of Benjamin Dickinson late of Hatfield dec<sup>d</sup> Pl<sup>t</sup> vs<sup>r</sup>  
John Wick of Northfield in the County aforesaid Defendant in a Plea  
of the Case for that said Enos at Hatfield on the twentieth day of August in the Year  
of our Lord sixteen hundred & eighty four by his Note for Value rec<sup>d</sup> pro-  
mised the said Deceased to pay him or his Order Seventeen pounds eight shil-  
lings lawful Money on Demand with lawful Interest till paid. Yet said  
John the of his requested never paid the same in the Life Time of the said  
Deceased, nor to the said Executors since his Death, but neglects it to the Da-  
mage of said Enos Edward & Benjamin twenty nine pounds. The Pl<sup>t</sup> appears  
by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> the three Times publicly called to  
come into Court makes Default of Appearance here. Whereupon it is consid-  
ered by the Court that said Executors do recover against said John

of lawful Money Damages & Costs of Suit taxed at  
L<sup>ds</sup> 2 & 6s 6d & 6d

Ball  
Long  
No 59

Isaac Ball late of Hatfield in the County of Hampshire a Sale of Committment Gent<sup>l</sup> vs<sup>r</sup>  
Isaac Ball of Palmer in the County of Hampshire Def<sup>t</sup> in a Plea of the Case for  
that said Isaac at Hatfield Dec<sup>d</sup> at Palmer aforesaid on the twenty second day of  
October in the Year of our Lord sixteen hundred & eighty eight by his Note for Value  
received promised said Isaac to pay him or Order Fifty five pounds lawful Money  
by the first day of January then next with lawful Interest. Yet said Isaac the of his  
requested hath never paid the same but neglects it to the Damage of said Isaac  
Thirty five pounds. The Pl<sup>t</sup> appears by Nath<sup>l</sup> Wh<sup>l</sup> Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the  
three Times publicly called to come into Court makes Default of Appearance here.  
Whereupon it is considered by the Court that said Isaac do recover against said Isaac  
Thirty one pounds eighteen shillings & three pence of lawful Money Damages & Costs  
of Suit taxed at One pound fifteen shillings & three pence. Whereupon the



Life by, Arthur Morgan Esq<sup>r</sup> his Att<sup>r</sup> comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next & he recognizes as the Surety as the Law directs for the prosecuting said Appeal to Effect as by the Recognizance on File does appear

John Smith of Dedham in the County of Suffolk Plaintiff vs. Moses Dewey & Smith of Westfield in the County of Hampshire Debt in a Plea of the Case per that s<sup>d</sup> Moses abwaidd Westfield on the twenty first day of November in the year of our Lord seventeen hundred eighty five by his Note for Value recd promised s<sup>d</sup> John to pay him on Order Thirty pounds in Cash meaning lawful Money & that same morning the Value thereof in Corn & Hay, & Year at the rate of three shillings for Bushell and ~~that~~ at two shillings & sixpence for Bushell by the first day of February next ensuing & s<sup>d</sup> John avers he was always ready to deliver the said Term of payment at Dedham Six at Westfield & for said receive said Money or Commodity as aforesaid yet s<sup>d</sup> Moses tho often requested hath never paid said Money or delivered said Corn & Hay to the Plaintiff any way performed his s<sup>d</sup> Promise but neglects it to the Damage of said John Fifty pounds  
The Plaintiff appears by Geo<sup>r</sup> Bliss Gent<sup>l</sup> his Att<sup>r</sup> and the Debt by John Phelps Gent<sup>l</sup> his Att<sup>r</sup> and they agree to a continuance of this Case & it is considered by the Court that they have Day here in Court next till the second Tuesday of February next

Jacob Bliss of Springfield in the County of Hampshire Gent<sup>l</sup> Plaintiff vs. Solomon Harriman of Belchertown in the County of said Province Administrator on Estate of Gideon Harriman late of s<sup>d</sup> Belchertown Plaintiff in a Plea of the Case per that s<sup>d</sup> Gideon abwaidd Belchertown on the fourteenth day of December in the year of our Lord seventeen hundred eighty five by his Note for Value recd being then in full Life promised s<sup>d</sup> Solomon to pay him on Order or Demand Two pounds fifteen shillings lawful Money with lawful Interest & the s<sup>d</sup> Solomon then afterwards on the day & Year aforesaid by his Indorsement on the back of s<sup>d</sup> Note with his hand subscribed assigned the same Note to the Plaintiff for Value recd the Contents being wholly due & owing & s<sup>d</sup> Gideon directed the same Content to be paid to said Jacob on Order or Demand of all which s<sup>d</sup> Gideon had then & there instant Notice & so became liable to pay the Content to the Plaintiff on Demand & in Consideration thereof s<sup>d</sup> Gideon then & there assigned on him self & faithfully promised to pay him the same accordingly & also for that the said Gideon then & there by his other Note for Value recd promised s<sup>d</sup> Solomon to pay him on Order or Demand Three pounds one shilling & eight pence lawful Money with lawful Interest for the same till paid & said the said Solomon then & afterwards on the Day & Year aforesaid by his Indorsement on s<sup>d</sup> Note with his hand subscribed assigned the same Note to the Plaintiff for Value recd the Contents being due and thereby ordered the Content thereof to be paid to s<sup>d</sup> Jacob on Order or Demand of all which s<sup>d</sup> Gideon had instant Notice & so became liable to pay the same to s<sup>d</sup> Jacob accordingly & in Consideration thereof said Gideon then & there assigned on himself & faithfully promised to pay the same to s<sup>d</sup> Jacob accordingly & also for that s<sup>d</sup> Gideon then & there by his other Note for Value recd promised Brooks & Russell to pay them on Order or Demand Ten pounds eleven shillings & two pence lawful Money with lawful Interest & said Brooks & Russell then afterwards on the Day & Year aforesaid by their Indorsement on the back of s<sup>d</sup> Note ordered the Content to be paid to s<sup>d</sup> Jacob on Order whereof s<sup>d</sup> Gideon then & there had instant Notice & promised to pay the same accordingly & yet s<sup>d</sup> Gideon in his Life time never paid either the Notes aforesaid nor hath s<sup>d</sup> Solomon since his Death the requested ever paid the same but neglects it to the Damage of said Jacob Twenty five pounds  
The Plaintiff appears by Moses & s<sup>d</sup> s<sup>d</sup> s<sup>d</sup> his Att<sup>r</sup>



and the Deft the three Times publicly called to come into Court make Default  
of Appearance here - Whereupon it is considered by the Court that said  
Jacob do recover against said Solomon in his said Capacity Twenty  
pounds & eleven pence of lawful Money Damages & Costs of Suit taxed at  
£17. 7 & thereof - Exoner Sept. 5. 1789

Nash  
vs  
Moor  
N<sup>o</sup> 62.

Daniel Nash of Great Barrington in the County of Berkshire Gent<sup>l</sup> vs  
Abraham Moor of South Hadley in the County of Hampshire Gent<sup>l</sup> Deft  
in a Plea of the Case for that Abraham at South Hadley aforesaid on the  
eighteenth day of September in the Year of our Lord seventeen hundred  
Eighty seven by his Note for Value received promised said Daniel to  
pay him six pounds seven shillings & one penny lawful Money on  
Demand with lawful Interest for the same till paid & yet said Abraham  
tho often requested hath never paid the same but neglected it to the Dam  
age of said Daniel Eight pounds - The App<sup>r</sup> appears by Moses Bliff  
of his Att<sup>y</sup> and the Deft the three Times publicly called to come into  
Court make Default of Appearance here - Whereupon it is con  
sidered by the Court that said Daniel do recover against said Ab  
raham seven pounds two shillings of lawful Money Damages and  
Costs of Suit taxed at £2. 4. 3 & thereof - Exoner Sept. 5. 1789 -

Abel Chapin  
vs  
Ephraim  
N<sup>o</sup> 33.  
Com<sup>o</sup> in Equity

Abel Chapin of Springfield in the County of Hampshire Gent<sup>l</sup> vs Ephra  
im of the same & Spring field Gent<sup>l</sup> Deft in a Plea of Entry Sur Disposition on  
the Part wherein the said Abel demands against the said Ephraim the Lands  
& Tenements hereafter described & bounded with the Appurtenances that is  
to say the following Tract & Parcels of Land all lying & being in said Spring  
field, the southerly half part of a Lot of Land lying in the Town Field  
called & known by the Name of the Weymouth Lot said mostly containing  
seven Acre & one half Acre - Also a lot of Land in the second General Scheme  
of the Division of the inward Commons so called in said Spring field laid  
out to Benjamin Croswell containing forty six Acre - Also the following  
lots & Tracts of Land lying in the third & last general Scheme of the Division  
of said inward Commons to wit Laetier Acre & two rods on the Easterly  
side of Lot N<sup>o</sup> 274 - Lot Number three hundred & thirteen containing  
thirty seven Acre & one hundred & twenty two rods Lot N<sup>o</sup> Three hundred &  
seventy nine containing thirteen Acre & one hundred & thirty six rods  
Lot N<sup>o</sup> Twelve containing sixty two Acre & ten rods Lot N<sup>o</sup> fourteen  
containing thirty one Acre & one hundred & forty eight rods being Lands set  
out to Martha Smith, now Martha Ely the Wife of Joseph Ely Jun<sup>r</sup> in the  
Division of the Estate of Abel Chapin deceased and also all the Estate of the  
said Martha devised her by the last Will & Testament of her Grandfather  
Abel Chapin deceased, which Lands & Tenements with the Appurtenances  
the said Abel the Demandant claims as his Inheritance & Right and  
whereunto the said Ephraim hath not Entry unless after the said Division  
which Hugh Hunt thereof innocently and without Imagination hath made  
to the said Abel the Demandant within thirty Years now last past  
And whereupon he saith that he himself was seized of the Lands and  
Tenements aforesaid with the Appurtenances in his Demesne as of free  
Right in a Term of Years within twenty Years now last past taking the  
profits thereof to the Value of three pounds by the Year & whereunto the said Ephra  
im hath not Entry unless as aforesaid after the said Division of said  
Hugh Hunt who entered upon & dispossessed the said Abel the Demandant  
thereof & whereupon he complains that Ephraim innocently deposed him &  
shall hold him out therefrom to the Damage of said Abel Fifty pounds  
The App<sup>r</sup> appears by Moses Bliff Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by John Hooker Esq<sup>r</sup>  
his Att<sup>y</sup> coming & defending &c. & thereupon he voucheth to warrant to bring  
the Premises Joseph Ely the Younger of West Springfield in & County of Ham  
and Martha his Wife - And the said Joseph & Martha in their proper



persons appear in Court being thereunto duly summoned & the Lands and Tenements aforesaid with the Appurtenances to the said Ephraim freely was granted & prays the said Abel may count against him

And the said Abel by Moses Bliff Esq<sup>r</sup> his Att<sup>r</sup> comes & demands a-  
gainst the said Joseph & Martha Tenants by their over Warranty to the Lands  
& Tenements aforesaid with the Appurtenances which the said Abel claims  
as his Right & Inheritance & whereas the said Joseph & Martha have not  
Entry unless after the Disquisition which the aforesaid High Sherriff thus  
unjustly & without Judgment hath made to said Abel the Demandant within  
thirty days now last past & and whereupon said Abel saith that he him-  
self was seized of the Lands & Tenements aforesaid in his Demesne as  
aforesaid taking the Profits thereof to the Value of three pounds by the  
Year & whereunto the said Ephraim hath not Entry unless after  
the aforesaid Disquisition of the aforesaid High Sherriff so as aforesaid  
committed who entered & dispossessed said Abel & whereupon he  
complains that <sup>sd</sup> Ephraim unjustly dispossessed him & holdeth him  
out therefrom And the aforesaid Joseph Esq<sup>r</sup> & Martha  
his Wife Tenants by their over Warranty defend their Right where  
and thereupon the Court further to warrant to them the said  
Lands & Tenements Gideon Jones Esq<sup>r</sup> And the said Gideon  
being summoned by Summons to him duly made comes in  
his proper Person into Court & prays the said Abel may count  
against him And the said Abel demands against the said Gideon  
Jones Esq<sup>r</sup> Tenants by his own Warranty the Lands & Tenements aforesaid  
in Form aforesaid and whereupon he saith that himself was seized  
thereof in his Demesne as of Free as aforesaid & and into which the  
said Ephraim hath not Entry unless after the aforesaid Disquisition  
of the aforesaid High Sherriff so as aforesaid committed who entered  
upon & dispossessed him & still holdeth him out And the  
said Gideon Jones Esq<sup>r</sup> Tenants by his own Warranty defends  
his Right where and saith the aforesaid High Sherriff did not  
dispossess the aforesaid Abel of the Lands & Tenements aforesaid as the  
aforesaid Abel by his Writ of Court aforesaid above doth suppose  
and of this he puts himself on his Country And the aforesaid  
Abel craveth leave to imparl and he hath And afterwards  
the aforesaid Abel cometh again into Court in this same Term by  
by Moses Bliff Esq<sup>r</sup> his Att<sup>r</sup> and the aforesaid Gideon Jones Esq<sup>r</sup>  
the three Times solemnly called to come into Court cometh not again  
but hath departed in Contempt of the Court and in default  
thereof it is considered by the Court that the said Abel do revive  
his Suit against the aforesaid Ephraim of the Lands & Tenements  
aforesaid with the Appurtenances and that the said Ephraim  
have of the Lands of the said Joseph & Martha to the Value of the  
Lands & Tenements aforesaid and further that the <sup>sd</sup> Joseph &  
Martha have of the Lands of the said Gideon to the Value of the  
Lands & Tenements aforesaid And the said Gideon is wary  
And afterwards the said Abel prays a Writ of the Court moveable to  
be directed to the Sherriff of the County aforesaid to cause him to have  
Full Seizin of all the Lands aforesaid with the Appurtenances and  
it is granted unto him bearing Date the fifth day of September  
in the Year of our Lord twentieth hundred & eighty nine & returnable  
in three months from the Date thereof And afterwards to wit on the



day of  
hundred & in the Year of our Lord One Thousand Seven  
here cometh the said Abel and  
Deputy Sheriff under his hand & Seal now sendeth that he by Vir-  
tue of the Writ aforesaid to him directed on the  
did cause the said Abel to have full Suit of the Lands  
& Tenements aforesaid with the Appurtenances as he was commanded

Phillips Esq.  
Page Adm.  
N<sup>o</sup> 64  
William Phillips of Boston in the County of Suffolk Esq. Plaintiff  
vs  
Abraham Page of Southwark in the County of Hampshire Plaintiff  
vs  
Abraham Page late of Southwark deceased  
vs  
in & Capacity. Deft in and to the Case for that said Abraham Page  
deceased at Westfield in the County of Hampshire on the twentieth day  
of July in the Year of our Lord Seventeen hundred & eighty four  
being then in full Life by his Note of hand for Value received promised  
said William to pay him or Order Forty four pounds twelve shil-  
lings & ten pence Lawful Money on Demand with Lawful Interest  
for the same till paid Yet said Abraham Page died the request  
did not in his Life Time nor hath said Administrator since his  
Death ever paid the same but neglects it to the Damage of said  
William Sixty pounds The Plaintiff appears by Messrs. Bliff Esq.  
his Att<sup>y</sup> and the Deft the three Times publicly called to come into  
Court makes Default of Appearance here - Wherefore it is consid-  
ered by the Court that William do recover against said Abraham the  
Administrator aforesaid & in his said Capacity Fifty five pounds  
ten shillings & six pence of Lawful Money Damages & Costs of Suit  
taxed at £ 2. 12. 11 & thereof &c  
Exon<sup>d</sup> Sep<sup>r</sup> 5. 1789

Idem  
Fowler  
N<sup>o</sup> 65  
William Phillips of Boston in the County of Suffolk Esq. Plaintiff  
vs  
Silas Fowler of Southwark in the County of Hampshire Esq. Deft in and to the Case for that said Silas at Northampton aforesaid on the eleventh day of  
March in the Year of our Lord Seventeen hundred & eighty six by his Note  
for Value received promised said William to pay him or Order Twenty four  
pounds nineteen shillings & ten pence Lawful Money on Demand with Law-  
ful Interest for the same till paid - Yet said Silas the request hath never  
paid the same but neglects it to the Damage of said William Thirty six  
pounds The Plaintiff appears by Messrs. Bliff Esq. his Att<sup>y</sup> and  
the Deft the three Times publicly called to come into Court makes Default  
of Appearance here - Wherefore it is considered by the Court that the  
said William do recover against the said Silas Thirty pounds four  
shillings & two pence of Lawful Money Damages & Costs of Suit taxed at  
£ 2. 9. 5 & thereof &c  
Exon<sup>d</sup> Sep<sup>r</sup> 5. 1789

Idem  
Ely Jun.  
N<sup>o</sup> 66  
William Phillips of Boston in the County of Suffolk Esq. Plaintiff  
vs  
Ely Jun. of West Springfield in the County of Hampshire Plaintiff  
vs  
Aaron Ely of West Springfield aforesaid  
vs  
in & Capacity. Deft in and to the Case for that whereas Aaron Ely of West Springfield aforesaid on the  
twenty ninth day of September in the Year of our Lord Seventeen hun-  
dred & eighty four by his Note for Value received promised the Plaintiff to pay  
him Eighteen pounds ten shillings Lawful Money on or before the first day  
of January then next ensuing with the Lawful Interest for the same till paid  
and that said Aaron Ely Jun. by his Note in Writing under his hand & Date  
at West Springfield aforesaid on the twenty sixth day of October in the  
Year of our Lord Seventeen hundred & eighty four for Value received promised  
the Plaintiff to pay him or his Order the Contents of the aforesaid Note of his  
Father Aaron Ely in Case the same was not paid by his said Father by the  
Inue therein limited as aforesaid & the Plaintiff the said Aaron the Elder



did not pay the same within said Term nor hath ever since paid the same or any part thereof of all which he thereafter on the Second Day of said January gave the said Aaron the younger due Notice & also for that said Aaron by Juri<sup>r</sup> at said Northampton on the first day of August instant was justly indebted to the D<sup>ty</sup> in the sum of twenty four pounds for so much Money then before that time to the D<sup>ty</sup> then had and is in Consideration thereof said Aaron then & there promised the D<sup>ty</sup> to pay him the same of said Aaron by Juri<sup>r</sup> hath never performed either of his said Promises the often thereto requested but neglects it to the Damage of s<sup>d</sup> William Thirty pounds. The D<sup>ty</sup> appears by Messrs Shiff Esq<sup>r</sup> his Att<sup>y</sup> and the D<sup>ty</sup> the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said William do recover against the s<sup>d</sup> Aaron by Juri<sup>r</sup> Twenty three pounds nineteen shillings & two pence of Law full Money Damages & Costs of Suit taxed at £2. 11. 1 & thereof

Exempli 25. 1789

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Plaintiff v<sup>s</sup> Nathl Root of Westfield in the County of Hampshire Yeoman Defendant A. 67.  
Plea of the Case. for that said Nathl at said Northampton on the twelfth day of July in the Year of our Lord Seventeen hundred and eighty six by his Note for Value rec<sup>d</sup> promised said William to pay him or Order Thirty two pounds lawful Silver Money on Demand with Interest. Yet said Nathl the requested hath never paid the same but neglects it to the Damage of said William Twenty four pounds. The D<sup>ty</sup> appears by Messrs Shiff Esq<sup>r</sup> his Att<sup>y</sup> and the D<sup>ty</sup> the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said William do recover against said Nathl Nineteen pounds nineteen shillings & five pence of lawful Money Damages & Costs of Suit taxed at £2. 11. 1 & thereof all.

Idem

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Plaintiff v<sup>s</sup> Roger Root of Southwick in the County of Hampshire Yeoman Defendant A. 68.  
Plea of Debt for that whereas the said William before our Justice of our Court of Common Pleas holden at Springfield within & for the County of Hampshire on the Second Tuesday of November in the Year of our Lord Seventeen hundred & eighty five by the Consideration of s<sup>d</sup> Justice recovered Judgment against the said Roger for the Sum of Ninety four pounds sixteen shillings & four pence Debt or Damage & Two pounds fourteen shillings & two pence for his Costs & Charges by him about his Suit in that he hath expended whereof the said Roger is convicted as by the Record thereof in our said Court remaining manifestly appears which Judgment remains in full Force not reversed annulled discharged or satisfied and the four Writs of Execution have been duly issued upon the aforesaid Judgment of the price of seven shillings and eight pence. Yet the Return Day of the said of them hath been long since past & Nothing hath been paid received or indorsed thereon, but the same remains wholly unpaid & unsatisfied from whence Action hath accrued to said William to have and recover the aforesaid Sum in the aforesaid Judgment together with the said Sum of seven shillings & eight pence for s<sup>d</sup> Expenses. Yet said the often requested hath not paid the same but neglects it to the Damage of s<sup>d</sup> William One hundred & thirty pounds. The D<sup>ty</sup> appears by Messrs Shiff Esq<sup>r</sup> his Att<sup>y</sup> & the D<sup>ty</sup> the three



James publicly called to come into Court makes Default of Appearance here  
wherefore it is considered by the Court that said William do recover against  
the said Roger One hundred & twenty pounds three shillings & eight pence of  
lawful Money Debt & Costs of Court taxed at £2 10s 6d & there of  
Execut Sep 5. 1789

Leavitt  
Bill  
N. 69

Thaddus Leavitt of Suffield in the County of Hartford & State of Connecticut  
vs. Ebenezer Bill of Norwich in the County of Hampshire Yeoman  
Debt in a Plea of Debt wherein said Thaddus demands against the  
said Ebenezer a certain Tract of Land lying & being in Norwich aforesaid contain-  
ing twenty five Acres with the Dwelling House barn & other Buildings  
thereon standing bounded North on Land lately possessed by Thomas James  
Douglass Esq. Boston Norfolk Wells Land South on Samuel Tammans & West partly  
on Land of Caleb Tobes & partly on Land lately Isaac Nixers lying on  
both Sides the high Way leading to Westfield with the Appurtenances thereto  
belonging, whereupon the said Thaddus says that Tens Pease of Norwich aforesaid  
being seized of the demanded Premises in fee simple at Norwich aforesaid  
by his Deed under his Hand & Seal duly acknowledged recorded & in  
Court to be produced on the twenty fifth day of August in the Year of our  
Lord seventeen hundred & eighty six bargained sold & conveyed the  
demanded premises to him the said Thaddus to have & to hold the same  
with the Appurtenances to the said Thaddus his Heirs & Assigns forever as  
a good indefeasible Estate in fee simple by force whereof the said Thaddus  
became then & there seized & possessed of the demanded Premises with  
the Appurtenances in his Demesne as of fee & ought, and of right ought  
still to hold the same ~ Nevertheless said Ebenezer Bill hath since illegally  
and with out Judgment entered upon & dispossessed the said Thaddus  
thereof & whereupon the said Thaddus complains the said Ebenezer un-  
justly & deforcably him & still holdeth him out therefrom to the  
Damage of the said Thaddus One hundred pounds ~ The Plea appears by  
Mortgage of his Att. and the said Ebenezer by Caleb Strong Esq.  
his Att. and it is considered by the Court that said Parties  
have Day here in Court until the second Tuesday of February  
next

Putnam  
Bridgman  
N. 70

Isaiah Putnam of Boston in the County of Suffolk Merchant vs.  
Joseph Bridgman of West Springfield in the County of Hampshire Yeoman  
Debt in a Plea of Debt wherein said Isaiah demands against the said  
Joseph a certain Tract or parcel of Land being or lying in West Springfield  
aforesaid in the parish of Agawam on the North Side of the River  
leading from the Street westward opposite the Dwelling House of said  
Joseph bounding South on said Way East on Land of Samuel  
Bridgman North on Land of Julia Leonard & West on Land of said  
Samuel Bridgman containing about forty Acres with the Appurtenances  
thereto belonging ~ Whereupon said Isaiah says that the said Joseph at North-  
ampton aforesaid on the thirteenth day of August in the Year of our  
Lord seventeen hundred & eighty six by his Deed by him duly signed  
sealed & delivered acknowledged & duly executed recorded in Court to  
be produced for a valuable Consideration paid him by Abel Whitney  
of Westfield in said County of Hampshire bargained sold & conveyed  
the demanded Premises with the Appurtenances to him the said Abel  
to have & to hold to him his Heirs & Assigns forever as an absolute Estate  
in fee simple by force whereof the said Abel then & there became seized of  
the demanded Premises with the Appurtenances & being so seized he the  
said Abel by his Deed of Assignment by him well executed at North Hamp-  
ton aforesaid on the sixteenth day of September last passed on the Back of



said Dnd of said Joseph & in Court to be produced and grant bargain  
sell assign make over transfer to him the said Jesse all his Estate Right  
Title & Interest in the demanded premises with the Appurtenances to him  
the said Jesse his heirs & assigns forever, by force whereof the said Jesse  
then & there became seized of the premises in fee simple & of right ought  
to hold them - Nevertheless the said Joseph hath since unjustly and  
wrongfully extended upon & dispossessed the said Jesse thereof  
him & still holdeth him out therefrom to the Damage of said Jesse  
Sixty pounds - The Dct appears by Notes Billed by his Att<sup>y</sup> the  
Dct the three Times publicly called to come into Court & make  
Default of Appearance here - Whereupon it is considered by  
the Court that said Jesse do recover against the said Joseph Thirty  
shillings & six pence of Damages & Costs of Suit & the said Joseph shall in  
with the Appurtenances unto the said Jesse & shall in  
two months pay to said Jesse Forty nine pounds two shil  
lings & four pence of Lawfull Money Damages & Costs of Suit  
there & all Two pence for every Shilling & nine pence

Gains Brewer of Wilbraham in the County of Hampshire Yeoman Plff<sup>r</sup> vs  
Moses Warriors of the same Wilbraham Defendant Dct in a Plea of the Warrinroe  
Case for that said Moses at Northampton aforesaid on the eighteenth day  
of July in the Year of our Lord Seventeen hundred & eighty eight by his  
Note per Value &c. promised said Gains to pay him or Order Six pounds  
per annum till right to be paid in Grain at Cash price or the corner  
going Price by the merchants or Pork by the first day of November then  
next with Interest for the same till paid & said Gains avers that he  
has been ever ready during said Term of payments to receive the  
Grain or Pork as aforesaid Yet said Moses the often requested has  
never paid the same but neglects it to the Damage of said Gains  
Six pounds - The Dct appears by Notes Billed by his Att<sup>y</sup> the  
Dct the three Times publicly called to come into Court & make  
Default of Appearance here - Wherefore it is considered by the Court that  
said Gains do recover against said Moses Five pounds & one penny  
of Lawfull Money Damages & Costs of Suit taxed at 1s 11d & 10d

Exon<sup>d</sup> Sep. 5. 1789

Alexander Wolcott of Windsor in the County of Hartford at State of Wolcott  
Commissary Gen<sup>l</sup> Plff<sup>r</sup> vs Elisha Porter of Hadley in the County of Hamp<sup>s</sup>  
Shire Dct Sheriff of the same County Dct in a Plea of Trespass on the Part of  
Case for that whereas one John Trunk of Springfield in said County of  
Hampshire on the twelfth day of May in the Year of our Lord Seven  
teen hundred & eighty seven before Moses Bliff Esq<sup>r</sup> one of the Jus  
tices of the Peace for said County duly acknowledged himself indebted  
to said Alexander in the Sum of Seven pounds eleven shillings  
& one penny Lawfull Money to be paid to the said Alexander on the 1st  
and day of July then next ensuing & further thereby willed & granted  
that in Case he should fail of payment of said Debt by said Time  
that the same should be levied of his Goods Chattels Lands & Tenements  
& in Writ there of this Body which Acknowledgment & Confeffion  
was duly entered of Record by Justice according to the Tenor of the  
Statute in such Case provided as by the Record thereof & afterwards to wit  
on the third day of October then next ensuing the same Debt remaining  
wholly unpaid said Alexander duly sued out from Justice an  
Exon<sup>d</sup> in due Form of Law against the said John Trunk upon the  
Confeffion & Acknowledgment aforesaid for the aforesaid Sum directed  
to the Sheriff of the County of Hampshire his Clerk or Deputy or



either the Constables of the Town of Springfield in said County whereby they were  
 recommended to cause to be paid to the said Alexander of the Goods & Chattels or  
 Real Estate of said John the aforesaid sum with one shilling & four pence more  
 for said Writ & to make due Return of said Writ of Execution to the said  
 Justice within sixty days then next coming which Execution the said Alexander  
 at said Springfield on the ninth of said October duly committed & delivered to  
 one John Morgan his then & ever since a Deputy Sheriff under the Order of  
 Esq. then & ever since Sheriff of said County to be by him duly served & executed  
 & returned according to Law; never theless the said John Morgan not regard-  
 ing the Duty of his said Office & contriving to defraud the said Plaintiff  
 hath never returned said Execution to the said Justice as he was thereby  
 commanded, neither hath he ever paid & satisfied the sum aforesaid to the  
 Plaintiff tho he hath levied & collected the sum of four pounds part thereof of  
 said John Trunk, but the same unjustly detained & hath wholly neglected  
 & refused to pay the same to the Plaintiff the often times requested & particularly  
 on the first day of January next coming the Date of Execution to wit at  
 Springfield aforesaid & then after wards on the first day of October next  
 last past by means of which Neglect & Misfeasance of said John Morgan as  
 aforesaid the Plaintiff saith he hath wholly lost the Benefits of the Compromises  
 made & Execution & that said Esq. is liable & answerable in Law for all  
 said Neglect & Misfeasance of said John in his Office & that the same are  
 to the Damage of the said Alexander Twelve pounds. The Plaintiff appears by  
 Moses Platt Esq. his Att. and the Defendant the three times publicly called  
 to come into Court makes Default of Appearance here. Wherefore this  
 considered by the Court that the said Alexander do recover against the said Esq. Eight  
 pounds ten shillings & nine pence of lawful money Damages & Costs of  
 Court taxed at £14 4s 9d  
 Given at Sep. 7 1789

Smith  
 Porter Esq.  
 Apr 73.

Richard Smith late of the City & County of New London & State of Connecticut  
 Merchant Plaintiff in Esq. Porter Esq. Attorney in the County of Hampshire  
 Sheriff of the same County (Deft in the Case of Turpin on the Case for that  
 whereas one John Morgan of West Springfield in the County of Hampshire Yeoman  
 on the seventh day of November in the year of our Lord nineteen hundred & eighty  
 five at Springfield in said County before Moses Platt Esq. one of the Jus-  
 tices of the Peace for said County duly acknowledged himself to owe unto  
 the said Richard six pounds eleven shillings lawful money to be paid to  
 the said Richard by the fifth month day of said November & thereby willed  
 & granted that if he should fail of payment thereof as aforesaid  
 that the same should be levied of his Goods & Chattels Lands & Tenements  
 & in Writ thereof of his Body which Acknowledgment was made  
 by the hand & Seal of the said John & was duly entered upon Record by  
 said Justice pursuant to the Form of the Statute in such Case provided  
 and afterwards the same Debt remaining unpaid the said Richard  
 at said Springfield duly sued out an Execution against the said John  
 and an alias Execution which were both duly returned unsatisfied  
 and afterwards on the fourth day of April Anno Domini seventeen  
 hundred eighty seven the said Richard duly sued out from said  
 Justice a Return Execution in due form of Law directed to the Sheriff of  
 the County of Hampshire his Under Sheriff or Deputy whereby they were  
 recommended that of the Goods Chattels or Real Estate of the said John they should  
 cause to be paid and satisfied to the Plaintiff the aforesaid sum with  
 three shillings & four pence for said Execution & should make due Return



of said Execution to said Justice & then Doing therein within forty days then next coming & in which Execution so aforesaid said Richard at Springfield on the Ninth day of said April duly committed to our John Morgan Sheriff then & ever since a Deputy Sheriff under s<sup>d</sup> Eliza Foster then & ever since Sheriff of County & for whose doing in said Office s<sup>d</sup> Eliza is answerable & chargeable in Law, to be by s<sup>d</sup> John Morgan duly served executing his said Duty in said Office but contriving to defraud the Plaintiff in this behalf did not cause the same sum or any part thereof to be paid & stopped to the Plaintiff nor hath he ever made any Return of said writ of Execution as he was thereby commanded but hath wholly neglected & refused so to do by means of which said Richard says he hath wholly lost the Benefits of said Judgment & Compulsion & that s<sup>d</sup> Eliza is answerable for the Neglect aforesaid which are to the Damage of said Richard Twelve pounds - The Plaintiff appears by Moses Bluff Esq<sup>r</sup> his Att<sup>r</sup> and the Defendant three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that s<sup>d</sup> Richard do recover against said Eliza seven pounds Thirteen shillings & six pence of lawful money Damages & Costs of Suit taxed at £2. 12. 11 & thereof &c

Exon<sup>d</sup> Sep<sup>r</sup> 7<sup>th</sup> 1789

Charles Eddy of Wilbraham in the County of Hampshire Yeoman Plaintiff & Eddy vs Horatio Wade of Chester in the same County Yeoman Defendant in a Plea of the Case per that s<sup>d</sup> Horatio at Hartford Viz at Chester aforesaid Wades on the first day of November Anno Domini Seventeen hundred & N<sup>o</sup> 74 eighty eight by his Note for Value rec<sup>d</sup> promised & Charles to pay him Twenty two pounds five shillings & four pence lawful Money on Demand - But s<sup>d</sup> Horatio tho<sup>t</sup> often requested hath never paid the same but neglects it to the Damage of s<sup>d</sup> Charles Nineteen pounds - Wherein Case was commenced before Moses Bluff Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> and is now brought up to this Court as the Statute in such Case made directs - The Plaintiff appears by Moses Bluff Esq<sup>r</sup> his Att<sup>r</sup> and the Defendant three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Charles do recover against the said Horatio Thirteen pounds Thirteen shillings & one penny of lawful money Damages & Costs of Suit taxed at £2. 8. 6 &c

Exon<sup>d</sup> Sep<sup>r</sup> 7<sup>th</sup> 1789

Isaac Marble of Greenfield in the County of Hampshire Plaintiff Marble vs Asa Simons late of Wilbraham in the same County Defendant Marble; Gideon Thibbe of the same Wilbraham Just<sup>s</sup> Pac<sup>s</sup> in a Plea of the Case per that s<sup>d</sup> Asa & Gideon at Springfield in s<sup>d</sup> County on the third day of March Anno Dom 1786 by their Note for Value rec<sup>d</sup> promised the s<sup>d</sup> Isaac to pay him or Order Seven pounds lawful money within one Year with lawful Interest yet said Asa & Gideon or either of them tho<sup>t</sup> often requested have not paid the same but neglect it to the Damage of s<sup>d</sup> Isaac Six pounds - The Case was commenced before Moses Bluff Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> and is now brought up to this Court as the Statute in such Case made directs - The Plaintiff appears by Moses Bluff Esq<sup>r</sup> his Att<sup>r</sup> and the s<sup>d</sup> Gideon being three Times called to come into Court makes Default of Appearance here - Wherefore it is considered that s<sup>d</sup> Isaac do recover against said Gideon Six pounds five shillings & six pence of lawful money Damages & Costs of Suit taxed at £2. 12. 11 & thereof &c

Exon<sup>d</sup> Sep<sup>r</sup> 7<sup>th</sup> 1789



Marble Joel marble of Springfield in the County of Hampshire Plaintiff  
Howard Aaron Howard of Long Meadow in the same County Defendant  
p<sup>o</sup> 76 in a Plea of the Case for that S<sup>r</sup> Howard at Springfield on the twentieth day of June  
in the Year of our Lord Seventeen hundred & eighty seven by his Note for Value  
received promised S<sup>r</sup> Joel to pay him or his Order Eight pounds seven shillings &  
four pence lawful Money on Demand with the lawful Interest in S<sup>r</sup> Joel's Name  
the requested hath never paid the same but neglected it to the Damage of the  
said Joel Eight pounds — This Case was commenced before Major Bliff Esq<sup>r</sup>  
Just<sup>ice</sup> Pac<sup>is</sup> and is now brot up to this Court as the Statute in such Case  
provided directs — The Pl<sup>ff</sup> appears by Major Bliff Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>ndt</sup>  
the three Times publicly called to come into Court on the Default of Appear  
ance here whereupon it is considered by the Court that said Joel do sue  
over against said Aaron Seven pounds eight shillings & four pence of  
lawful Money Damages & Costs of Suit taxed at £ 2. 12. 9 & thereof —  
Exoner<sup>d</sup> Sep<sup>r</sup> 7. 1789 —

Chapman  
White  
p<sup>o</sup> 77 Ephraim Chapman of Springfield in the County of Hampshire Plaintiff  
White of South Hadley in the same County Defendant  
in a Plea of the Case for that S<sup>r</sup> White at Springfield on the Second Day of April in the Year  
of our Lord Seventeen hundred & eighty five by his Note for Value received promised  
said Ephraim to pay him Ten pounds eight shillings & one penny lawful  
Money on Demand with the Interest Yet said Aaron the requested hath never paid  
the same but neglected it to the Damage of said Ephraim sixteen pounds  
This Case was commenced before Major Bliff Esq<sup>r</sup> his Att<sup>y</sup> & is now brot up  
to this Court as the Statute in such Case made directs — The Pl<sup>ff</sup> appears  
by Major Bliff Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>ndt</sup> the three Times publicly called to  
come into Court makes Default of Appearance where whereupon it is con  
sidered by the Court that said Ephraim do recover against S<sup>r</sup> Aaron  
Thirteen pounds two shillings & one penny of lawful Money Damages and  
Costs of Suit taxed at £ 2. 12. 6 & thereof —  
Exoner<sup>d</sup> Sep<sup>r</sup> 7. 1789 —

Damon  
Olaf  
p<sup>o</sup> 78 Ichabod Damon of Chesterfield in the County of Hampshire Plaintiff  
Seth Olaf of Northampton in the same County Defendant  
in a Plea of the Case for that S<sup>r</sup> Ichabod Northampton aforesaid on the fifth  
day of August in the Year of our Lord Seventeen hundred & eighty six  
by his Note of hand of that Date for Value received promised the Pl<sup>ff</sup> to pay  
& deliver him at Northampton aforesaid Seventy bushells of Rye on or  
before the first day of January then next with Interest Yet said Seth the  
requested has never paid the same but neglected it to the Damage of said  
Ichabod fifteen pounds — This Case was commenced before Major Bliff Esq<sup>r</sup>  
Just<sup>ice</sup> Pac<sup>is</sup> and is now brot up to this Court as the Statute in such  
Case made directs — The Pl<sup>ff</sup> being now the three Times publicly called to  
come into Court is Nonsumit — The Def<sup>ndt</sup> appears by Samuel Thibault  
Esq<sup>r</sup> his Att<sup>y</sup> and prays Costs — And it is considered by the Court  
that S<sup>r</sup> Seth do recover against S<sup>r</sup> Ichabod his Costs in defending the Suit  
of the S<sup>r</sup> Ichabod taxed at One pound & four pence & thereof —  
Exoner<sup>d</sup> Sep<sup>r</sup> 9. 1789 —

Thompson  
Humb  
p<sup>o</sup> 79 Samuel Thompson of Worthington in the County of Hampshire Plaintiff  
James Humb of Williamsburgh in the same County Defendant  
in a Plea of the Case for that S<sup>r</sup> James at Northampton on the fourth day of  
September in the Year of our Lord Seventeen hundred & eighty six by his Note for  
Value received promised one Rufus Brown to pay him or Order four pounds three  
shillings lawful Money on Demand with Interest for the same till paid  
and afterwards on the same fourth day of September said Rufus then  
by his Indorsement on the same Note with his hand subscribed ordered the  
contents then due & unpaid to be paid to Timothy March for Value received  
and S<sup>r</sup> Timothy there afterwards on the same fourth day of September by his  
Indorsement on the same Note with his hand subscribed ordered the contents of



The same Note then wholly due & unpaid to be paid to the Plff for Value rec'd of which said James then afterwards on the same fourth day of September had Notice & so became chargeable to pay the same to the Plff according to the Tenor thereof & in Consideration thereof procured the Plff to pay him the Contents of the same Note according to the Tenor thereof & the Indorsements aforesaid Yet said James the requested hath never paid the Contents of the Note but neglected it to the Damage of said Samuel six pounds — Which case was commenced before Gen. Court by Mr Just. Davis and is now brought up to this Court by the Statute in such cases provided directly — The Plff appears by Joseph Lyman Gent<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Samuel do recover against said James Four pounds eighteen shillings of lawful Money Damages & Costs of Suit taxed at £ 2. 10. 7 & thereof do Execution Sep. 3. 1789

Brookhoorns of Westfield in the County of Hampshire Geo: Plff Loomis v Edward Walker of the same Westfield Def<sup>t</sup> De P<sup>r</sup> in a Plea of Trespass on the Case for that the said Edward & Warham at said Westfield N<sup>o</sup> 80 on the fourth day of June in the Year of our Lord Seventeen hundred & eighty seven by their Note for Value rec'd promised the said Brook Loomis / the said Edward as principal & the said Warham as his the said Edwards Surety to pay him the said Brook or his Order Eighteen pounds eighteen shillings (meaning lawful Money) at the following Periods to wit, Nine pounds nine shillings by the first day of November then next & Nine pounds nine shillings by the first day of May in the Year of our Lord Seventeen hundred & eighty eight with lawful Interest from the said respective Times of Payment Yet said Edward, the other requested have never paid the same but neglected it to the Damage of said Brook Thirty pounds — The Plff appears by Joseph Lyman Gent<sup>r</sup> his Att<sup>r</sup> and the said Edward (who only has been summoned) the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Brook do recover against the said Edward Twenty pounds eight shillings & two pence of lawful Money Damages & Costs of Suit taxed at £ 1. 7. 7 & thereof do Execution Sep. 1. 1789

Abiel Pettis of Montgomery in the County of Hampshire Geo: Pettis v Samuel Gordon of Montgomery aforesaid Geo: Pettis on a Plea of Trespass on the Case for that Samuel at Montgomery N<sup>o</sup> 81 on the eighteenth day of November in the Year of our Lord Seventeen hundred & eighty six by his Note for Value rec'd promised said Abiel to pay him six pounds worth of good merchantable white pine Boards at the Price at the Mill to be delivered by the first day of February then next with Interest & the Plff avers he has ever been ready to receive the same White Pine Boards yet the said Samuel the requested hath not in any way paid the Contents of said Note but neglected it to the Damage of said Abiel Ten pounds The Plff appears by Joseph Lyman Gent<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Abiel do recover against said Samuel Four pounds seventeen shillings & a better piece of lawful Money Damages & Costs of Suit taxed at £ 1. 4. 3 & thereof do Execution Sep. 3. 1789



Lee vs  
Thent  
N<sup>o</sup> 82

John Lee Jun<sup>r</sup> of Westfield in the County of Hampshire Plaintiff vs  
John Thent of Southwick in the same County Gent<sup>l</sup> Defendant in a Plea of  
Trespas on the Case for that said Thent at Southampton on the ninth day  
of April in the Year of our Lord seventeen hundred & eighty nine by his  
Note for Value rec<sup>d</sup> promised said Lee to pay him eight pounds  
fifteen shillings & nine pence money (meaning lawful money) on  
Demand with Interest. He said Thent the requested had never paid  
the same but neglected it to the Damage of said Lee twelve pounds.

The Plea appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and the Deft<sup>l</sup> the  
three Times publicly called to come into Court makes Default of  
Appearance here. Wherefore it is considered by the Court that  
said Lee do recover against said Thent eight pounds seven shillings  
& eleven pence of lawful money Damages & Costs of Suit  
taxed at £ 1. 8. 5 & there of &c. Exon<sup>d</sup> Sep<sup>r</sup> 3<sup>o</sup> 1789

Fowler  
vs  
Moore  
N<sup>o</sup> 83

Silas Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> Plaintiff vs  
Joseph Moore of the same Southwick Gent<sup>l</sup> Deft<sup>l</sup> in a Plea of Trespas  
on the Case for that said Joseph at Southwick on the twenty fourth  
day of July in the Year of our Lord seventeen hundred & eighty three  
by his Note for Value rec<sup>d</sup> promised said Silas to pay him or Bearer  
forty one pounds lawful money on Demand with Interest.

Also for that said Joseph at Southwick on the fifth day of June in  
the Year of our Lord seventeen hundred & eighty by his other Note for  
Value rec<sup>d</sup> & <sup>promised</sup> to pay him twenty pounds lawful money in Bank at twenty  
shillings by the Hundred or Pork at twenty pence shillings for hundred  
or that Cattle or Sheep in the same proportion said Cattle to be deli-  
vered at Isa Bunk's Dwelling House in Linsbury the whole to be paid  
by the twenty sixth day of October in the Year of our Lord seventeen hun-  
dred & eighty two with Use. And the Pl<sup>ff</sup> avers he hath ever been  
ready to receive the same Beef Pork that Cattle or Sheep according to  
the Tenor of said Note of said Joseph the requested hath never paid the  
contents of either of said Notes but neglected it to the Damage of said  
Silas Eighty pounds.

The Plea appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and the Deft<sup>l</sup> the three Times publicly called to come into Court  
makes Default of Appearance here. Wherefore it is considered by the  
Court that said Silas do recover against said Joseph seventy three pounds  
twelve shillings & eight pence of lawful money Damages & Costs  
of Suit taxed at £ 1. 9. 7 & there of &c. Exon<sup>d</sup> Sep<sup>r</sup> 3<sup>o</sup> 1789

Idem  
vs  
Endicott & al  
N<sup>o</sup> 84

Silas Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> Plaintiff vs  
John Thent & Elijah Thent both of the same Southwick Gent<sup>l</sup> Deft<sup>l</sup> in a  
Plea for that said John & Elijah at Southwick aforesaid on the twelfth  
day of May in Year of our Lord seventeen hundred & eighty five by their  
Note for Value rec<sup>d</sup> promised said Silas to pay him Two hundred &  
fifty pounds lawful money with Interest. That said John & Elijah the  
requested have not fulfilled their said Promise but neglected it to  
the Damage of said Silas Three hundred pounds. This Case was com-  
menced before Isaac Coit Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now brought up to this Court  
as the Statute in such Case provided directly. The Parties appear and  
agree to refer this Case to the Determination of J<sup>rs</sup> P<sup>rs</sup> H<sup>rs</sup> P<sup>rs</sup> Perkins  
& Phineas Southwell together with all Demands & Matters of Controversy  
subsisting between them. The Award of them or any two of them to be  
final to be returned into this Court, Judgment to be made up &c.



paid accordingly - Whereupon it is considered by the Court that the Agree-  
ment of the said Parties by them entered into be the Rule of  
this Court in this Case - and that they have day here in Court until  
the Second Tuesday of February next

Ludington

Daniel Ludington of West Springfield in the County of Hampshire  
man Plaintiff vs. John Smith of Chester in the said County of Hampshire  
wife called Sarah & John Smith Junr of the same County of Hampshire  
in a Plea of Trespass on the Case for that the said John Smith & John  
Smith Junr at Westhampton in said County on the twelfth day  
of May in the Year of our Lord Seventeen hundred & eighty five  
by their vote in Writing under their hands of that Date for Value  
received promised said Daniel to pay him or Order Fifty pounds  
in Gold or Silver meaning lawful money by the first day of  
May in the Year of our Lord Seventeen hundred & eighty six  
with Interest till paid & the said John Smith & John Smith Junr  
would have not either of them paid the same & they neglect  
it to the Damage of said Daniel Thirty pounds

The Petitioner by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Defts  
by Caleb Strong Esq<sup>r</sup> their Att<sup>y</sup> and it is considered by  
the Court that the Parties have day here in Court until  
the Second Tuesday of February next

Bildad Fowler of Westfield in the County of Hampshire  
Plff vs Luther Fowler of the same Westfield  
a Rule of Submission entered into agreeable to the Statute in  
before Sa<sup>ts</sup> Math<sup>r</sup> Esq<sup>r</sup> & the Defts  
in the said Rule now send into Court their Award under  
their hands & seals in the Words following - V<sup>er</sup>

P. Fowler  
L. Fowler  
No 86

Hampshire We the Subscribers Justices &c after being  
sworn to a due Discharge of our Trust after having duly con-  
sidered the Parties of the Time & Place of hearing have been  
upon & viewed the Lands in Dispute between the Bildad  
Fowler & Luther Fowler lying in a place known by the Name  
of Minger Grant in Westfield in the County of Hampshire  
and after having & examining all the Witnesses Proof and  
Allegations produced by the said Parties have set up ac-  
cording to our best Skill & Judgment sufficient Meters &  
bounds between the Lands of the said Bildad & Luther  
and as to the several Trespasses alleged by the Bildad  
against the said Luther we do award & order that the Bildad  
do have & recover thereof of the said Luther the Sum  
of three pounds ten shillings as Damages & sixteen shillings  
and four pence for Costs before Justice Walker & Costs of the  
Petitioner taxed at three pounds the Costs of Court to be taxed by  
the Court in Westfield whereof We have hereunto set our  
hands & seals this twenty fourth day of August 1789  
W<sup>m</sup> Shepard & Seal Aaron Dubey & Seal

Which said Award is accepted & it is considered by the Court that  
the Meters & bounds set up by the Justices be the bounds between  
the Bildad & Luther Lands & that Bildad do recover against  
Luther three pounds ten shillings of lawful money Damages & Costs  
of Suit taxed at six pounds five shillings & four pence & three of de-  
Exon<sup>r</sup> of Sep<sup>r</sup> 9<sup>th</sup> 1789



of 100/12  
100/12  
100/12

Bildad Fowler of Westfield in the County of Hampshire Yeoman & Peter Harris  
rel & Power of Westfield in the County of Hampshire & Peter Harris  
Pla of Assumps on the Case for that when as the said Bildad before our then of our  
Court of Common Pleas holden at Springfield in the County of Hampshire  
on the last Thursday of August in the Year of our Lord one thousand seven hundred  
and eighty two by the Consideration of our said Justices recovered against  
one Thomas Gould of Greenville in the same County of Hampshire Yeoman  
Four pounds seven shillings & one penny Damages & one pound seven shillings  
and four pence Costs by him the said Bildad about his suit as that behalf  
expended and afterwards to wit on the fourteenth Day of November in the  
Year of our Lord one thousand seven hundred and eighty two at said Westfield  
the said Bildad sued out of the Clerk's Office of the same Court our Writ  
of Execution on the same Judgment of the Court & Ten, inscribed by the Laws  
of the Commonwealth in such Case provided & directed to the Sheriff of  
our said County of Hampshire or his Deputy returnable to our then next  
Court of Common Pleas which was holden at Springfield within & for  
our said County of Hampshire on the second Tuesday of February in the  
Year of our Lord seventeen hundred and eighty three & afterwards on the  
same fourteenth day of November aforesaid at Westfield the said  
Bildad delivered the said Writ of Execution the said Sum then being con-  
sented to the said Samuel Flowers then & ever since a Deputy Sheriff  
under Charles Porter Esq Sheriff of the same County of Hampshire  
to be by him the said Samuel duly served executed & returned with  
his Doings therein in our same Court according to the Tenor of the  
same Writ the said Samuel then there received the same Writ of  
Execution of the said Bildad & then & there promised the said Bildad to execute  
a make Return of the said Writ & of his Doings therein according to  
the Tenor thereof above specified & Nevertheless the said Samuel not being  
in his said Office of Deputy Sheriff in the Execution thereof did not make  
Return of the said Writ into our said Court of Common Pleas on the  
day of the Return thereof above specified nor of any of his Doings upon or  
in virtue thereof nor at any time after or before but on the said second  
Tuesday of February in the Year of our Lord 1783 at Springfield wholly  
neglected a make Default of returning said Writ & of executing or in  
forming the said Court of any of his Doings therein in breach of the  
Duty of his said Office at the the said Writ of Execution from the Time  
of the said Receipt of the same to the Return day thereof both above specified  
was in full force & not discharged nor has the said Samuel or any other  
having the Return of the said Writ ever returned the said Writ of Execution where  
by the said Bildad has wholly lost the Benefit of the said Judgment  
& the said Writ of Execution the Costs of Execution the said Bildad says is  
one shilling & four pence which now pass as a Default of the said Samuel  
as to the Damage of said Bildad Ten pounds The Plaintiff  
by Joseph Lyman Gent his Att and the Defendant by Simon Strong Esq his Att  
and it is considered by the Court that they have Day and in Court  
until the second Tuesday of February next

I am  
as  
Loomis & al  
as p 88

Bildad Fowler of Westfield in the County of Hampshire Yeoman & al  
Joseph Loomis Yeoman & al Loomis Yeoman & al of Lancaster  
in the County of Berkshire Adversus & al on the Pet of Loomis  
deceased Deft in a Pla of the Case for that the said Loomis in his Life  
Time at said Westfield on the second Day of November Anno Domini  
1764 by his Note for Value recd promised said Bildad to pay him  
Twenty five pounds worth of good merchantable Cans at Money  
to be delivered at David Fowlers Dwelling House in said Westfield  
on the first day of June then next ensuing the Date of the Note with  
the lawful for said Sum till paid and the said Bildad says that he  
hath been always ready to receive the said Cans according to the said Note



Also for that whereas the said James at Westfield on the 24<sup>th</sup> day of August Anno Domini 1772 then living being justly indebted to the said Pildad in another sum of Six pounds & four shillings for so much Money before that Time had received to the Use of the said Pildad by the said James, by the said James Order before that Time made to the said Pildad upon One John Phelps which S<sup>d</sup> Phelps agreed to pay, in Consideration of the said James the said James then living then & there agreed on himself & to the said Pildad partly fully promised to pay him the same last mentioned sum on Demand with the Interest till paid - Also for that whereas the said James at said Westfield on the fourth day of September Anno Domini 1764 then living drew his Order for Value rec<sup>d</sup> on the said Pildad thereby desiring & ordering him to pay One Mops Church Three pounds one shilling & six pence & charge the same to him the said James, the said Pildad then & there at said August & Order paid the said Mops the same last mentioned sum - Also for that the said James at said Westfield on the 24<sup>th</sup> Monday of August Anno Domini 1772 being justly indebted to the said Pildad in another sum of Ten pounds of lawful Money for so much Money before that Time had received to the Use of the said Pildad in Consideration thereof the said James then living promised the said Pildad to pay him the same last mentioned sum on Demand with Interest till the same till paid - Yet the said James the of the requested while living never paid the aforesaid sums or either of them to the said Pildad nor hath the said Phelps & Pina ever paid the said sums to the said Pildad since the Death of the said James altho requested both verbally & in writing to do it to the Damage of said Pildad One hundred pounds - This Case was commenced before Samuel Matthews Just<sup>s</sup> Pac<sup>y</sup> and is now brought up to this Court as the Statute in such Case made directs - The Pet<sup>r</sup> appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by John Phelps Gent<sup>l</sup> his Att<sup>y</sup> and it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Pildad Fowler Gent<sup>l</sup> of Southwick in the County of Hampshire Gent<sup>l</sup> Pet<sup>r</sup> vs. Daniel Parsons Gent<sup>l</sup> & Elam Burk Gardner both of Springfield in the County aforesaid Def<sup>t</sup>s in a Case of Trespas in the County aforesaid & Damages P. 89  
said Pildad complains that the said Daniel & Elam at Springfield on the first day of May in the Year of our Lord 1786 at the special Instance & Request of the Pet<sup>r</sup> undertook to carry thirty one bushels of Corn from said Springfield to Weatherfield in the County of Hartford & State of Connecticut & then & there engaged to deliver the same Corn to one Purcott Bulkeley of the same Weatherfield and in Consideration thereof the Pet<sup>r</sup> undertook & then & there promised the said Daniel & Elam to pay them the sum of Eight shillings lawful Money for the same Transportation & the said Daniel & Elam then and there received the same Indian Corn as aforesaid for the purpose aforesaid nevertheless the said Daniel & Elam their promise & Engagement aforesaid not regarding but contriving & fraudulently intending the same Pildad in this behalf craftily & subtilly to deceive & defraud did not deliver the same Indian Corn as aforesaid to the said Purcott Bulkeley but have altogether neglected & refused so to do - Also for that the said Daniel and Elam at said Springfield on the same first day of May aforesaid being justly indebted to the Pet<sup>r</sup> in the sum of four pounds thirteen shillings lawful Money for thirty one bushels of Indian Corn for so that Time sold & delivered to the said Daniel & Elam by the said Pildad at their special Instance & Request - In Consideration thereof the said Daniel and



& Daniel undertook & to the S<sup>ts</sup> then & there faithfully promised to pay him the same & the interest thereof on Demand - Also for that Daniel & Sam at said Springfield on the same first day of May aforesaid were justly indebted to the S<sup>ts</sup> in the sum of four pounds thirteen shillings lawful money for the like sum of money before that time had & due & being so indebted the same Daniel & Sam afterwards on the same first day of May at Springfield assented in consideration thereof undertook & to the S<sup>ts</sup> then & there promised they would well & truly pay the same with the interest on Demand - yet Daniel & Sam the requested have never performed either of their promises aforesaid but have cut it to the Damage of said P<sup>l</sup>ed Ten pounds - The S<sup>ts</sup> appear by Joseph Loman Gent<sup>l</sup> & the Deft by George Ship Gent<sup>l</sup> their Att<sup>ys</sup> & they agree that this case be continued to the next Term and it is considered by the Court that the Parties have day here in Court until the second Tuesday of February next

Harden  
v  
Shub  
No 90.

Jonah Harden of Williamsburgh in the County of Hampshire Yeoman  
Pl<sup>ff</sup> v James Shub of the same Williamsburgh Yeoman Deft. in a Rule  
of Reference entered into by said Jonah & James & acknowledged before  
Wm White Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>is</sup>. The Reference now send into Court their awards  
as follows, Hampshire March 17 1789 the Reference being appointed  
Referees do having fully heard the said Parties & then several P<sup>ar</sup>ties  
& Allegations & maturely considered the same do award & determine  
that said Jonah Harden recover of the said James Shub the sum of four  
pounds four shillings & five pence lawful money Costs of Process -  
Costs before the Justice twelve shillings & five pence & Costs of the Reference  
taped at one pound one shilling amounting to one pound thirteen  
shillings & five pence and the Costs of the Court to be taxed by the Court  
all which is submitted with up our Hand & Seal for Oliver Taylor  
Clerk of the Court Referees - Which is accepted & it is considered by  
the Court that said Jonah do recover against said James four pounds  
four shillings & five pence of lawful money Damages & Costs of Court &  
Expense taxed at Two pounds sixteen shillings & three pence -  
Exon<sup>is</sup> Sep<sup>r</sup> 21 1789

Prin  
v  
Boltwood  
No 91.

Job Prince Jun<sup>r</sup> of Boston in the County of Suffolk Merchant Pl<sup>ff</sup> v Eben  
Boltwood of Amherst in the County of Hampshire Trader Deft. in  
a Plea of Trespass on the Case for that said Boltwood at Amherst on the first  
day of November last past by his Note of hand of that Date for Value  
received promised the Pl<sup>ff</sup> to pay him or his Order Forty pounds in  
silver money on Demand with interest till paid Yet Boltwood altho  
requested the Contents of his Note hath not paid to the Damage of said Prince  
Forty pounds - This case was commenced before Wm White Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>is</sup>  
& is now brought up to the Court agreeably to the Statute in  
this case provided - The S<sup>ts</sup> appear by John Gent<sup>l</sup> his Att<sup>ys</sup> & the  
Deft the three Times publicly called to come into Court make Defense  
of Appearance here wherefore it is considered by the Court that said Job do  
recover against said Ebenezer Forty two pounds of lawful money  
Damages & Costs of which taxed at £4. 16. 5 & thereof do Exon<sup>is</sup> Sep<sup>r</sup> 3 1789

Idem  
v  
Book Jun<sup>r</sup>  
No 92.

Job Prince Jun<sup>r</sup> of Boston in the County of Suffolk Merchant Pl<sup>ff</sup> v Moses  
Book Jun<sup>r</sup> Gent<sup>l</sup> of Amherst in the County of Hampshire & a Deputy  
Sheriff in a Plea of Trespass on the Case for  
that said Book at said Amherst on the first day of November last past



by his Note under his hand of that Date for Value received promised the Plff to pay him or his Order Eight pounds & five pence in Silver money on Demand with Interest — And for that the said Cook at said Amhurst on the said first day of November last past by his other Note under his hand of that Date for Value received promised the Plff to pay him or his Order another sum of Five pounds in Silver money on Demand with Interest till paid Yet said Cook altho requested either of the Contents of his Notes hath not paid or any part thereof to the Damage of the Plff. Twenty pounds This Case was commenced before Moses Bliff Esq Just of the Peace and now brot up to this Court as the Statute in such Case made directs —

The Plff appears by Three Gent<sup>l</sup> his Att<sup>y</sup> and the Deft the three times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Plff do recover against the Deft Thirteen pounds three shillings & six pence of Lawful Money Damages & Costs of Suit taxed at 5 L. 17 s. 3 d thereof do Exon<sup>y</sup> Sep<sup>r</sup> 3<sup>d</sup> 1789

Benjamin Weaver of Boston in the County of Suffolk Distiller Plff vs. Henry Cook of New Salem in the County of Hampshire Farmer Deft in Cook's Plea of Debt for that whereas the said Weaver by the Consideration of Ephraim Wright Esq one of the Justices assigned to keep the Peace within & for the County of Hampshire at his Dwelling House in Northampton on Tuesday the eleventh day of November last past recovered Judgment against the said Henry for the sum of four pounds two shillings and four pence Damages & Costs of Suit taxed at Two pounds six shillings and six pence as by the Record of the same Justice remaining fully appears which said Judgment remains in no way appraised satisfied or reversed whereby an Action hath accrued to the Plff to sue for recover & have the same sums amounting in the whole to Six pounds eight shillings & ten pence Yet the Deft hath requested the same sums hath not paid to the Damage of the Plff Four pounds — Which Case was commenced before Moses Bliff Esq Just of the Peace and is now brot up to this Court as the Statute in such Case made directs — The Plff appears by Three Gent<sup>l</sup> his Att<sup>y</sup> and the Deft the three times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Weaver do recover against said Henry Six pounds eight shillings & ten pence of Lawful Money Debt & Costs taxed at 5 L. 11 s. 1 d thereof do Exon<sup>y</sup> Sep<sup>r</sup> 3<sup>d</sup> 1789

Polyarpus Bushman of Bernardston in the County of Hampshire Physician Plff vs. Caleb Chapin of the same Bernardston Gent<sup>l</sup> Deft in Chapin's Plea of the Case for that the said Caleb at said Northampton on the twenty ninth day of June last by his Note under his hand of that Date for Value received promised the Plff to pay him or Order Six pounds five shillings & eight pence half penny Silver Money on Demand with Interest yet he hath never paid the same the requested but ought it to the Damage of said Polyarpus Twelve pounds — The Plff appears by Mary Bushman Gent<sup>l</sup> his Att<sup>y</sup> and the Deft the three times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Polyarpus do recover against said Caleb Six pounds seven shillings & one penny <sup>Damages</sup> & Costs of Suit taxed at 5 L. 12 s. 3 d thereof do Exon<sup>y</sup> Sep<sup>r</sup> 3<sup>d</sup> 1789



Blackmer  
Langton  
No 97.

Barnabas Blackmer of Pelham in the County of Hampshire Yeoman. V. Isaac Langton of Rowe in said County Yeoman. Debt in a Plea of the Case for that Isaac at said Northampton on the twentieth day of June in the Year of our Lord seventeen hundred & eighty four by his Note under his hand of that Date for Value received promised the Plff to pay him Sixty pounds lawful Money in neat Cattle within four Years from the Date to be delivered in Warrimfield with Interest yet he hath never paid the same altho the Time therein set for payment hath elapsed tho requested but neglects it to the Damage of said Barnabas Sixty pounds. The Plff appears by Wm Colman Gent. his Att. and the Defth the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that the said Barnabas do recover against the said Isaac Fifty one pounds twelve shillings & ten pence of lawful Money Damages & Costs of Suit taxed at £ 1. 10. 0 & thereof de Exonif Sep 3<sup>o</sup> 1789

Mumford  
Cook  
No 95

William Mumford of West Springfield in the County of Hampshire Yeoman. V. Samuel Doan Cook of Greenfield in the same County Tradesman. Debt in a Plea of the Case for that said Samuel at Greenfield on the tenth day of February last by his Note under his hand for Value received promised the Plff that he would pay & deliver at the Shop of the Plff in West Springfield sixteen bushells & fourteen quarts of good merchantable Wheat of the Value at the Plffs rates of seven shillings each bushel on Demand, that he at said West Springfield & also at said Greenfield on the Day of the purchase of the Wheat he did demand the Contents of the same Note as aforesaid yet the said Cook did refuse to pay the same to the Damage of the said William Twelve pounds. The Plff appears by Wm Colman Gent. his Att. and the Defth the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that this Case be continued for Judgment to the Second Tuesday of February next.

Everett  
Anderson  
No 96.

Seremiah Everett of Hallowell in the County of Windham a State of Vermont Yeoman. V. William Anderson of Pelham in the County of Hampshire Yeoman. Debt in a Plea of the Case for that William at said Northampton on the fifth day of September in the Year of our Lord seventeen hundred & eighty eight by his Note under his hand of that Date for Value received promised the Plff to pay him or Order Ten pounds seven shillings & six pence in six months from the Date of said Note with Interest yet he hath never paid the same tho requested but neglects it to the Damage of said Seremiah Twelve pounds. The Plff appears by Wm Colman Gent. his Att. and the Defth by Caleb Strong Esq. his Att. and they agree that the Case be continued to the next Term & that Judgment be then final. Whereupon it is considered by the Court that v. Parties have Day here accordingly until the Second Tuesday of February next.

Jones  
William  
No 98.

David Jones of Cohasset in the County of Hampshire Yeoman. V. Stephen Wilkins of Barfield in the County of said Yeoman. Debt in a Plea of the Case for that Stephen at Northampton on the first day of June in the Year of our Lord 1786 by his Note for Value received promised the Plff to pay him seven pounds four shillings & six pence in what at four shillings per bushel or what took agreed thereto in three Quarters from the Date with Interest till paid. But Stephen hath never paid the same tho requested but neglects it to the Damage of said David Seventy pounds. The Plff appears by Wm Colman Gent. his Att. and the Defth the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that said David do recover against said Stephen Nine pounds six shillings & ten pence of lawful Money Damages & Costs of Suit taxed at £ 1. 11. 3 & thereof de Exonif Sep 3<sup>o</sup> 1789



Moses Rogers of Hove in the County of Hampshire Yeoman. Plaintiff  
 Foster of Hove aforesaid Yeoman in adha of the said Plaintiff witness on the  
 first day of May aforesaid Northampton the said Moses sold & delivered to  
 the said Standish a Hove the Property of the Plaintiff of the Value of seven  
 pounds lawful Money & the said Standish in Consideration thereof received  
 and delivered to the said Moses a promissory Note of hand signed by one  
 Daniel Coon wherein the said Daniel promised to pay one John Clark  
 or his Order seven pounds to be paid in ready Money by the first day  
 of May then next with Interest till paid at the same time as promised  
 to the said Standish that if he could not obtain the Contents of the same  
 Note from the said Coon he the said Standish would pay the said Moses the  
 sum of seven pounds lawful Money on Demand. Now said Moses in fact  
 saith that the said Note of hand was not a negotiable Note & utterly of no  
 Value and that he could not obtain the Contents of the said Note from the said  
 Coon of all which he afterwards on the said day at Northampton gave the  
 said Standish due Notice & he the said Standish then & there in Consideration  
 thereof promised the Plaintiff that he would pay him the same on Demand  
 of which he hath never paid the same the requested but neglects it to the Damage  
 of the Plaintiff Twelve pounds. The Plaintiff appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup>  
 and the Def<sup>t</sup> the three Times publicly called to come into Court makes De  
 fault of appearance here wherefore it is considered by the Court that the  
 said Moses do recover against the said Standish seven pounds six shillings  
 & eight pence of lawful Money Damages & Costs of Suit taxed at £3. 14s  
 & thereof do  
 Exon of Sep<sup>r</sup> 3<sup>o</sup> 1789

Rogers  
 vs  
 Foster  
 No 99

Elyah Dix of Worcester in the County of Worcester Trader alias Gentleman Dix  
 Plaintiff Elisha Trary of Whately in the County of Hampshire Yeoman Def<sup>t</sup> in  
 adha of the Case for that the said Trary at said Whately on the fifth  
 day of March A.D. 1789 by his Note under his hand of that Date for  
 Value recd promised the Plaintiff to pay him or Order sixty five pounds  
 eleven shillings lawful Silver Money a Sixp shillings & eight pence  
 per ounce on Demand with Interest. Yet he hath never paid the  
 same the requested but neglects it to the Damage of the Plaintiff Eighty pounds  
 This Case was commenced before David Smead Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and is  
 now brot up to this Court as the Statute in such Case provides directs  
 The Plaintiff appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three  
 Times publicly called to come into Court makes Default of appear  
 ance here wherefore it is considered by the Court that the Plaintiff  
 do recover against said Elisha sixty eight pounds fourteen shillings  
 of lawful Money Damages and Costs of Suit taxed at £3. 14s. 9  
 & thereof do  
 Exon of Sep<sup>r</sup> 3<sup>o</sup> 1789

Trary  
 No 100

John Lyon of Charnfield in the County of Hampshire Yeoman Plaintiff  
 as well Peck of Northfield in the same County Yeoman Def<sup>t</sup> in a Plea  
 of the Case for that the said Peck at said Northampton on the seventh day of  
 May in the Year of our Lord one thousand eight hundred & eighty eight by his O<sup>ath</sup>  
 Oath under his hand of that Date in Consideration that he had  
 received of the Plaintiff a Note meaning a promissory Note of hand a  
 gainst one Elisha Badger of the Value of eight pounds fourteen  
 shillings & ten pence promised the Plaintiff to return him the same Note  
 of the Value thereof within two months from the Date now the Plaintiff  
 saith that the said Peck hath never returned said Note nor paid the  
 Value thereof. And also for that the said Peck at Northampton on the  
 seventh day of July Anno Dom<sup>i</sup> 1788 being indebted to the Plaintiff other  
 sum of eight pounds fourteen shillings & ten pence for so much Mo  
 ney before that time had received by the Plaintiff to the Use of the said Peck in  
 Consideration thereof then & there promised the Plaintiff to pay him the same sum  
 on Demand. Yet he hath never performed either said Promise but neglects  
 it to the Damage of the Plaintiff sixteen pounds. The Plaintiff appears by W<sup>m</sup> Col  
 man Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by John Bennet Gent<sup>l</sup> his Att<sup>y</sup> & they agree to  
 a Continuance of this Case and it is considered by the Court that they have Day  
 here in Court untill the second Tuesday of February next

No 101



Wells  
William Esq<sup>r</sup>  
N<sup>o</sup> 102

Isol Wells of Greenfield in the County of Hampshire Yeoman Plaintiff John Williams of Deerfield in the same County Esq<sup>r</sup> Defendant in a Plea of Ejectment wherein said Isol demands against said John a certain Tract of Parcel of Land with the Appurtenances lying in Greenfield aforesaid described & bounded as follow viz said Land lies in Greenfield in the County aforesaid West on the County Road leading to Coltrains Northwoldes belonging to Arund Shingdale, North East on the upper Main Lot so called & South on Land belonging to Jonathan Arms said Tract contains fifty nine Acres one hundred & twenty rods & nineteen Links as the Rightful Inheritance of the said Isol, whereupon the said Isol says that he within thirty years last past & in a Time of Peace was seized of the Demanded Premises in his Demesne as of fee & right taking the Profits thereof to the Value of twenty shillings by the Year, since which Time the said John hath unjustly entered into the same & dispossessed the said Isol & holdeth him out to the Damage of the said Isol sixty pounds - The Plea appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & defends when he and his Plea saith he never promised in Manner & Form as the Plea hath within demanded against him & thereof puts himself on the Country for Trial - And the s<sup>d</sup> Wells says that the aforesaid Plea & the Matter in the same contain'd are not sufficient in Law to preclude him from having & maintaining his said Action against him & thereof prays Judgment And the Plea likewise - Whereupon all & singular the Premises being seen & by the Court understood, Justices as it appears to the Court that the Plea aforesaid of the said John by him above pleaded & the Matters therein contained are an insufficient Answer to the Declaration of the said Isol & ought not to preclude him the said Isol from having & maintaining his said Action - Therefore it is considered by the Court that the said Isol do answer against the s<sup>d</sup> John his Title & Possession of the demanded Premises, and Costs of Suit taxed at one pound thirteen shillings & seven pence - Whereupon said John by his Att<sup>y</sup> aforesaid appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he renounces with Justice as the Law directs for s<sup>d</sup> John prosecuting his said Appeal with Effect as by said Renunciation on File does appear

Catlin  
Montague  
N<sup>o</sup> 103.

Jonathan Catlin of Conway in the County of Hampshire Yeoman Plaintiff vs. Richard Montague Esq<sup>r</sup> Defendant in the same County Gent<sup>l</sup> Defendant in a Plea of the Case for that Whereas abt<sup>y</sup> Greenfield on the 23<sup>d</sup> day of June Anno Dom 1773. one Indenture Lawyer by his Note under his hand of that Date for Value received promised one Thomas Green to pay him or his Assigns twelve Spanish milled Dollars on Demand with Interest & the s<sup>d</sup> Thomas then & there by his Indorsement on s<sup>d</sup> Note ordered the Court into thereof then due to be paid to one Richard Montague & the said Montague then & there by his Indorsement on the same Note for Value received ordered the Court into thereof then due to be to the s<sup>d</sup> Plaintiff & afterwards on the same day the same Note was then presented to the said Lawyer & he was requested to pay the same according to the Tenor thereof which he utterly refused & neglected to do of all which the said Richard was well knowing & thereby became chargeable to pay the same to the s<sup>d</sup> Plaintiff & being so liable he then & there in Consideration thereof promised the Plaintiff to pay him the same on Demand - Yet he hath never paid the same but neglecteth it to the Damage of said Jonathan Twelve pounds - The Plea appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> and the said Richard the true Truth publicly called to come into Court on a Plea of Appearance here - Wherefore it is considered by the Court that s<sup>d</sup> Jonathan do recover against said Richard Twelve pounds & ten pence of Law Money Damages & Costs of Suit taxed at £1.6.8 & thereof - Examp<sup>t</sup> Sep<sup>r</sup> 3 1786



Elyah Dammous of Rutland in the County of Worcester Gent<sup>l</sup> vs. Paul Rice of Charlemont in the County of Hampshire Yeoman also Gent<sup>l</sup>. Deft<sup>s</sup> Dammous in a Plea of the Case for that s<sup>d</sup> Paul at Northampton aforesaid on the eleventh day of August in the Year of our Lord Seventeen hundred & sixty one by his Note for Value received promised one Isaac Stone to pay him or Order Seven pounds lawful money in two months from the Date s<sup>d</sup> Note And said Isaac at s<sup>d</sup> Northampton on the twelfth day of October then & after wards by his Indorsement on said Note for Value rec<sup>d</sup> ordered the contents thereof then due to be paid to the Pl<sup>ff</sup>. of all which said Paul had due Notice, and in Consideration thereof then & there promised the Pl<sup>ff</sup> to pay him the same on Demand. Yet he hath never paid the same as requested but neglected it to the Damage of said Elyah Thirty pounds

Thrice  
N<sup>o</sup> 184

The Pl<sup>ff</sup> appears by Wm Colman Gent<sup>l</sup> his Att<sup>y</sup> and the Deft<sup>s</sup> the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that s<sup>d</sup> Elyah do recover against said Paul Seven ten pounds seven shillings & five pence of lawful money Damages & Costs of Suit taxed at £ 1<sup>l</sup> 1<sup>0</sup> 0 & there of &c  
Ex con. 1<sup>o</sup> Sep: 3<sup>o</sup> 1789

Thomas Lee of Cambridge in the County of Middlesex Merchant vs. John Bellings late of Pelham in the County of Hampshire Trader Bellings & Esen Bellings late of Montague in the same County Yeoman & also Debts & Trustees to s<sup>d</sup> John & Esen - Defts in a Plea of Debt as is at large set forth in the Declaration on File - The Pl<sup>ff</sup> being now three Times publicly called to come into Court is nonsum<sup>us</sup> the Defts defaulting & the Action is dismissed

N<sup>o</sup> 185

Elyah Dickinson Gent<sup>l</sup> & John Dickinson Yeoman both of Hatfield vs. Hadiah Dickinson Gent<sup>l</sup> of Hatfield all in the County of Hampshire Executors of the Last Will & Testament of Dece<sup>d</sup> Hadiah Dickinson late of Hatfield aforesaid deceased Deft<sup>s</sup> in a Plea of Debt as is at large set forth in the Declaration on File - The Pl<sup>ff</sup> being now three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the Pl<sup>ff</sup> do recover against the s<sup>d</sup> Deft<sup>s</sup> Nine ten pounds eleven shillings & nine pence of lawful Money Damages & Costs of Suit taxed at £ 1<sup>l</sup> 11<sup>0</sup> 9 & there of &c  
Ex con. 1<sup>o</sup> Sep: 3<sup>o</sup> 1789

Dickinson  
2al Ex<sup>or</sup>  
N<sup>o</sup> 186

Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> vs. Shem Parbanks of Granville in the same County Gent<sup>l</sup> Deft<sup>s</sup> in a Plea of Trespass on the Case for that s<sup>d</sup> Shem at Northampton aforesaid on the thirtieth day of July Anno Dom<sup>o</sup> 1784 by his Note for Value rec<sup>d</sup> promised the Pl<sup>ff</sup> to pay him or Order Sixteen pounds eight shillings and eight pence lawful money in one month from the Date s<sup>d</sup> Note & after the Pl<sup>ff</sup> hath requested hath never paid the same but neglected it to the Damage of the said Solomon Twenty five pounds - The Pl<sup>ff</sup> appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Solomon do recover against s<sup>d</sup> Shem Twenty two pounds one shilling & seven pence of lawful money Damages & Costs of Suit taxed at £ 1<sup>l</sup> 3<sup>0</sup> 3 & there of &c  
Ex con. 1<sup>o</sup> Dec: 26<sup>o</sup> 1789

N<sup>o</sup> 187



Burk 11, noah Burk of Southampton in the County of Hampshire Yeoman & Off  
Loomis as Nathaniel Loomis of the same Southampton Yeoman Deft in a Plea  
N<sup>o</sup> 108 of Trespas on the Case for that Nathaniel at Southampton aforesaid on the  
twenty sixth day of February in the Year of our Lord seventeen hundred and  
twenty four by his Note under his hand of that Date for Value recd prom-  
ised the Plt to pay him six pounds seven shillings lawful Money on  
Demand with Interest Yet Nathaniel the aforesaid has never paid  
the same but neglects it to the Damage of said Noah five pound  
The Plt appears by Caleb Strong Esq his Att<sup>y</sup> and the Deft by John Phelps Gent.  
his Att<sup>y</sup> and it is considered by the Court that they have Day here in Court  
until the second Tuesday of February next

Stoddard & Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> & Off  
Johnson & al as John Johnson of Chutebury in the County aforesaid Yeoman & Hugh  
N<sup>o</sup> 109 Johnson of Pelham in the same County Yeoman Defts in a Plea that  
they render to said Solomon Two hundred & fifty three pounds & five  
Shillings which to him they owe & prove him unjustly detain for this  
to wit for that the said Solomon by the Consideration of our Justice of  
our Court of Common Pleas holden at Northampton within for our  
County of Hampshire on the first Tuesday of March in the Year of our  
Lord seventeen hundred & eighty seven recovered Judgment against  
the said John & Hugh for the sum of two hundred & fifty one pounds  
three shillings & six pence of lawful Money Damages & two pounds one  
shilling & six pence Cost of Suit as by the Record in our Court rem-  
aining more fully appears which Judgment remains in full Force  
wholly unsatisfied & unserved, altho our Writ of Execution hath issued  
thereupon which is returned into our said Court unsatisfied, where by  
an Action hath accrued to the Plt to demand & recover of the said  
John & Hugh said sum of two hundred & fifty three pounds five shil-  
lings together with one shilling & eight pence more for the Work & p<sup>er</sup> said  
of the said John & Hugh the aforesaid has never paid the same but  
neglects it to the Damage of said Solomon Two hundred & seventy five pounds  
The Plt appears by Caleb Strong Esq his Att<sup>y</sup> and the Deft by the same  
publicly called to come into Court make Default of Appearance here  
wherefore it is considered by the Court that S<sup>r</sup> Solomon do recover a-  
gainst the said John & Hugh Two hundred & seventy one pounds  
eight shillings & one penny Debt & Cost of Suit taxed at L<sup>ts</sup> 9<sup>s</sup> &  
2<sup>d</sup> thereof &  
Exon of Nov<sup>r</sup> 17<sup>th</sup> 1789

Dickinson & al as Obadiah Dickinson of Westfield in the County of Hampshire Gent. & John  
Dewey as John Dickinson of Westfield in the County aforesaid Yeoman Defts in a Plea  
N<sup>o</sup> 110 of Trespas on the Case for that Obadiah Dickinson aforesaid on the  
said Westfield aforesaid on the twentieth day of June seventeen hundred & eighty  
five by his Note under his hand for Value received promised S<sup>r</sup> Obadiah  
the Testator then alive to pay him or Order Seven hundred & an half of good  
merchantable Tobacco to be delivered at Westfield by the first day of February  
then next and the Plt aver that S<sup>r</sup> Obadiah the Testator then alive was at  
the Time & Place above mentioned then & there ready to have recd the same Tobacco  
to wit both S<sup>r</sup> M<sup>rs</sup> ever paid S<sup>r</sup> Obadiah the Testator in any other way during  
his Life, nor to the Executors aforesaid since the Death of S<sup>r</sup> Testator and also  
for that the said M<sup>rs</sup> at the same Time & Place that the aforesaid Promise  
was made did by another (or part of the same) Writing by him subscribed  
further engage to & with the said Obadiah the Testator then in full Life to pay  
all the Taxes that might then have arisen or that should arise on the Lot in Little  
Inver madow & on a Lot in great Neck so called in Westfield aforesaid & to make &



repair all the Tenures that had then been or that might be needed on the Lots for the Year Seventeen hundred & eighty four & also to pay the 100 Marks the requested by S<sup>r</sup> Hadriak the Testator during his Life Time hath never repaired the Tenures according to his Agreements nor paid the Taxes nor hath he since the Death of the Testator in any way contented the Executors aforesaid & also that S<sup>r</sup> Mops at Whitchfield aforesaid on the twenty sixth day of April Anno Domini 1783 by his Note for Value recd promised the said Hadriak the Testator to pay him or Order within twelve months forty shillings lawful Money & also to pay all the Taxes & repair all the Tenures that should be needed for the Term of one Year then next ensuing upon a certain Lot of Land in the great Park & also a certain other Lot of Land in little River Meadows, lying in Whitchfield aforesaid and by the sixth day of March then next ensuing to deliver him the Testator his heirs & assigns of the same Lots & yet the requested by the Testator in his Life Time & by the Executors since the Death of the said Testator the said Mops hath never paid either the Testator during his life or the said Executors since his Death a Sum of forty shillings or in any way performed to either of them any of the covenants entered above mentioned but neglects it to the Damage of the said Executors in their 10 Capacity Twenty five pounds

The Deft appears by Caleb Pomey Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by John Phelps Gent<sup>l</sup> his Att<sup>y</sup> And it is considered by the Court that the Parties have Day here in Court untill the Second Tuesday of February next

John Worthington of Springfield in the County of Hampshire Esq<sup>r</sup> Worthington  
 Deft<sup>r</sup> of Salath Benjamin of Worthington in the same County Plaintiff  
 Deft<sup>r</sup> in a Plea of Ejectment wherein said John demands against Benjamin  
 said Salath One hundred acres of Land with the Appurtenances lying in S<sup>r</sup> Worthington being known & distinguished by the Name of Lots N<sup>o</sup> 138 and borders East on Lot N<sup>o</sup> 53 South on Lot N<sup>o</sup> 133 & West on Lot N<sup>o</sup> 137 North on a highway & whereas said John says that at Northampton on the third day of July in the Year of our Lord Seventeen hundred & seventy one James Benjamin then of S<sup>r</sup> Worthington but since deceased being then seized of the demanded Premises did by his Deed of that Date under his hand & Seal in Court to be produced duly acknowledged & recorded grant & convey the same to him the S<sup>r</sup> John to hold the same to him his heirs & assigns to his & their own proper use forever by means whereof the S<sup>r</sup> John became seized of the same to hold as aforesaid & ought to hold the same, yet S<sup>r</sup> Salath hath since entered into the same against the said John & unjustly holds him out to the Damage of said John One hundred pounds The Deft appears by John Hooker Gent<sup>l</sup> his Att<sup>y</sup> and the Deft by George Whiff Gent<sup>l</sup> his Att<sup>y</sup> and they agree to a continuance of the Case to the next Term & And it is considered by the Court that the Parties have Day here in Court untill the Second Tuesday of February next

Van Schaack

David Van Schaack of Kinderhook in the County of Columbia and State of New York Esq<sup>r</sup> Deft<sup>r</sup> of Samuel Peak of South Plainfield in the County of Hampshire Plaintiff Deft<sup>r</sup> in a Plea that he render to the said David the Sum of thirty nine pounds and thirteen shillings of our lawful Money which to him he owes & from him unjustly detains and whereas S<sup>r</sup> David complains for this to wit that whereas the said Samuel & one Mops Peak at Northampton aforesaid on the thirteenth day of April in the Year of our Lord Seventeen hundred & seventy five by their certain Bill obligatory sealed with their Seals & in Court to be produced that Date whereof is the

N<sup>o</sup> 112



same Day & Year. by the Names of Samuel Pack & Moses Oak of Kings District in the County of Albany & Province of New York, known, acknowledged them selves to be indebted to the said David in the Name of David Van Schaack of Kinderhook in the County of Albany Merchant in the Sum of twenty six pounds eight shillings & eight pence lawful Money of New York equal to the Sum of nineteen pounds sixteen shillings & six pence of our lawful Money to be paid to the said David on the first day of May then next and which is now past with lawful Interest, for the performance whereof the said Samuel bound himself to the said David in the penal sum of fifty two pounds seventeen shillings & four pence like lawful money of New York equal to the said Sum of thirty nine pounds & thirteen shillings by the said Bill. And the said David in fact says that the said Samuel & Moses or either of them did not pay to the said David on the said first day of May in the Bill aforesaid above specified the said Sum of twenty six pounds eight shillings & eight pence with lawful Interest which they ought to have paid him on the same Day according to the Form & Effect of the Bill obligatory aforesaid, where by Action hath accrued to the said David to demand & have of the said Samuel the Sum of thirty nine pounds & thirteen shillings & yet the said Samuel the requested hath never paid the same but neglects it to the Damage of said David forty pounds. The Plea appears by John Hooker Esq<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> the three times publicly called to come into Court makes Default of appearance here - wherefore it is considered by the Court that said David do recover against said Samuel taxed at Two pounds & three pence & three pence & three pence

Sheddall  
Bradley  
N<sup>o</sup> 113.

Isaac Sheddall of Ludlow in the County of Hampshire Yeoman. Plea is Plea of the Law for that said Isaac at Ludlow on the twelfth day of May in the Year of our Lord seventeen hundred eighty eight by his Note of hand of that Date for Value and promised said Isaac to pay or deliver him six thousand (meaning six thousand feet) of good merchantable Yellow pine Boards to be delivered at Worcester Mill meaning at Abraham Woods Saw Mill in Ludlow) at or before the twelfth day of October next after the Date of the same Note - and said Isaac says that at the Time for the Delivery of the Boards aforesaid, good merchantable Yellow pine Boards were well worth twenty four shillings by the thousand and that he was ready before & on the twelfth day of October at Worcester Mill was ready to receive the Contents of said Notes or Boards according to the Tenor thereof yet said Isaac has never paid or delivered the same the of the Plea requested but neglects & refuses to do it to the Damage of said Isaac six hundred pounds. The Plea appears & it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Amory  
Beebe  
N<sup>o</sup> 114.

Jonathan Amory of Boston in the County of Suffolk Merchant Plea is Plea of the Law for that said Jonathan at Ludlow in the County of Hampshire Blacksmith Def<sup>t</sup> on a Plea of the Law for that said Jonathan at Ludlow on the second day of June in the Year of our Lord seventeen hundred eighty seven by his Note of hand of that Date for Value and promised said Jonathan to pay him or Order twenty seven pounds for silver shillings & eight pence lawful silver money at 6/8 per oz on Demand with the lawful Interest for the same till paid. And said Jonathan the of the Plea requested has never paid the same but neglects it to the Damage of said Jonathan thirty pounds. The Plea appears by John Hooker Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three times publicly called to come into Court makes Default of appearance here - wherefore it is considered by the Court that said Jonathan do recover against said Jonathan thirty three pounds ten shillings & ten pence of lawful Money Damages & Costs of such taxed at £ 2. 11. 7 & three pence  
Ex<sup>o</sup> p<sup>o</sup> Sept<sup>r</sup> 4. 1789



Jonathan Anny of Boston in the County of Suffolk Sheriff & Deputy 138.  
Isabel Hancock of Long Meadow in the County of Hampshire Deputy Sheriff  
in a Plea of the Case for that Isabel abt Long Meadow on the twenty  
fourth day of January in the Year of our Lord Seventeen hundred & eighty  
five by his Note of Hand of that Date for Value recd procured said  
Jonathan Anny to pay him Sixteen pounds two shillings & three pence  
lawful money but demanded with Interest for the same till paid yet  
said Isabel tho often requested has never paid the same but neg-  
lects it to the Damage of said Jonathan Thirty pounds  
The Debt appears by John Hooker Esq. his Atty. and the Deft. tho true  
Jury, publicly called to come into Court makes Default & appear  
ance here & wherefore it is considered by the Court that the said  
Jonathan do recover against the said Isabel Twenty pounds  
nine shillings & three pence of lawful money Damages & Costs  
of Suit taxed at £ 2. 12. 11 & there of &c. Exon. 4. 1789

Jonathan Dwight of Springfield in the County of Hampshire Sheriff Dwight  
Plff in a Plea of the Case for the same Springfield Genl. Deft in a Plea of  
Bail upon Seizure in the Post wherein he demands against the Deft  
said Luke the following lots of Land lying in Worthington in said County viz Lots  
No 74. 53. 164. 128. 130. 122. also the following  
lots of Land lying in West Springfield in said County viz one  
lot of Land lying Northward of a Place called Bunks North in the  
inward Commons formerly owned by Reuben Esq. containing  
one hundred & twenty three Aers ~ Also two thirds of a half an Acre of  
Land lying at the Mouth of Agawam on the North Side of the River  
also three sevenths parts of Lot No 11 originally granted to John Plff  
containing thirty four Aers ~ Also one half of Lot No 12 laid out to  
Thomas Webb being twelve Aers & fifty rods ~ also part of Lot  
No 22 which formerly belonged to Hezekiah Warriner & James  
Warriner being forty eight & one hundred & two rods also two  
fifth parts of Lot No 27 which formerly belonged to Noah Brooks  
being thirty eight Aers ~ Also part of Lot No 32 that formerly bel-  
onged to Simon Colton being five Aers & one hundred & eighteen rods  
also one quarter part of Lot No 43. formerly owned by Joseph  
Howard being twenty one Aers ~ Also one half of Lot No 52 that  
formerly belonged to James Warriner being twenty seven Aers and  
twenty four rods ~ Also two thirds of Lot No 64 which was formerly  
owned by Joseph Howard being thirty two Aers & fifty seven rods  
Also two thirds of Lot No 63 formerly owned by Hezekiah Warriner being  
forty three Aers ~ Also the following Tracts of pieces of Land lying in Spring  
field aforesaid viz Forty two rods of Land & the Potters Works at the lower  
End of Springfield Street ~ Also five Aers of Land at Mill River Ma-  
dow where the North & East Branches of the River meet ~ Also twenty  
five Aers & one quarter of an Acre of Land lying by Lamb's Meadow  
so called the same being an undivided part of sixty Aers three  
being ~ Also Lot No 488 near Ferrys Farm so called Also Lots  
No 454 & 453 in the third Tier below Lot No 488 Also Lot No  
243. at a Place called Stony Gully ~ Also twenty six Aers of Land lying  
near Sipten Acre Saw Mill ~ Also one Lot of Land formerly owned  
by Isaac Brewer lying by a Place called dirty Gutter ~ Also one Lot  
of Land formerly owned by Joseph Wright & thirty Aers of Land  
that formerly belonged to Benj. Wright both which pieces lie North  
of Chicopee River in the inward Commons & called Scheme Land  
Also twenty Aers & one hundred & fifty two rods of Land being  
part of Lot No 70 in the third Scheme lately owned by Samuel  
Lamb ~ Also one Lot of Land lately owned by Pelatiah Plff lying  
West of a Place called Watchdog in Long Meadow in S County ~ Also  
the following pieces or Tracts of Land lying in Ludlow in S County  
viz Lot No 100 containing one hundred & twenty eight Aers ~ Also



one quarter of Lot No 102 laid out to Widow Horton being thirty eight Aers ~ Also Lot No 101 containing one hundred & seven Aers ~ Also one third part of Lot No 107 laid out to James Barker being thirteen Aers ~ Also seventy five Aers of Land lying in Wilbraham a Parcel called Wakes which was formerly owned by James Skinner ~ Also fifty Aers of Land in said Wilbraham formerly possessed by Isaac Brewer ~ Also Nine Aers of Land lying in Palmer in s County formerly possessed by Duncan Luntov ~ Also ten Aers of Land in said Palmer which Joseph Abbott formerly owned & thirty Aers of Land that formerly belonged to Aaron King lying in s Palmer ~ Also one third part of one hundred & twenty Aers in the first Division in the South part of Monson ~ Also the second Draft of a Draft of fifty Aers of Land to be laid out in Plain field Commons, which two third parts last mentioned lie in Common with the other parts which belong to the Heirs of Elisha Dwight & Seimon Dwight ~ Also fifty four & one third of an Acre The Remainder of this Case is recorded on the next Leaf ~

Clk. Adm.  
21  
Harnum  
No 117

To the Sheriff &c, Whereas Abigail Esq of West Spring field in the County of Hampshire Gent<sup>l</sup> demand by the Consideration of our Justices of our Court of Common Pleas on the second Tuesday of February last recovered Judgment against Josiah Harnum Esq late of Northampton in s County of Haman for the sum of Nine pounds four Shillings & eight pence Debt or Damage and two pounds one Shilling & five pence Costs & Charges by her about her Suit in that behalf expended whereof the said Josiah is now liable to Wages of Record and altho Judgment be there rendered & Execution accordingly granted thereupon yett the same is returned into the Clerk's Office of our said Court by John Morgan Esq<sup>r</sup> Under Sheriff or Deputy under Elisha Porter Esq<sup>r</sup> Sheriff of our said County that he hath made diligent Search and could not find within his Jurisdiction the Body of said Josiah Harnum Esq<sup>r</sup> nor his Goods Chattels or Lands whereon to levy Execution so the whole remaineth unsatisfied & the s<sup>d</sup> Abigail now laments that the s<sup>d</sup> Judgment is in full force & unpaid ~ Wherefore s<sup>d</sup> Abigail hath supplicated us to provide a Remedy for her in that behalf ~ Now to the End that Justice may be done We command you that you make known unto Clement Harnum of Northampton in said County of Haman who was Surety for said Josiah upon the original Process not only for his Appearance at Court but also for his abiding the final Judgment thereon & persuade that he be before our Justices of our s<sup>d</sup> Court of Common Pleas next to be holden at Northampton within & for our s<sup>d</sup> County of Hampshire on the last Tuesday of August next to shew Cause wherefore the said Abigail ought not to have her Execution against him the said Clement for her Debt or Damages & Costs & Charges &c &c

This W<sup>ch</sup> appears by John Hooker Esq<sup>r</sup> her Att<sup>y</sup> and the said Clement brings in the said Josiah for whom he was bound a pray, he may be discharged on payment of Costs, whereupon it is considered by the Court that said Josiah be taken into Custody of the Sheriff, and that s<sup>d</sup> Clement be discharged from the Suit he paying the Costs that have arisen therein to the Time, & s<sup>d</sup> Clement accordingly paid the s<sup>d</sup> Costs

Talbot Esq.  
21  
White  
No 118

Matthew Talbot of Middletown in the County of Middlesex & State of Connecticut Esq<sup>r</sup> vs. Thomas White of South Hadley in the County of Hampshire shue Husbandman otherwise called Guntherman Esq<sup>r</sup> in & of the Case for that s<sup>d</sup> Thomas att<sup>y</sup> Northampton on the thirteenth day of February in the Year of our Lord seven hundred & eighty six by his Note for Calumny produced said Matthew to pay him or Order Forty three pounds one Shilling and ten pence lawful Silver Money at 6% or on Demand with lawful Interest for the same till paid ~ Yet s<sup>d</sup> Thomas though requested has never paid the same but neglecteth to the Damage of s<sup>d</sup> Matthew twenty pounds ~ The W<sup>ch</sup> appears by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Dep<sup>t</sup> to the three Times



publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that S<sup>r</sup> Matthew do recover against  
said Thomas Fifty two pounds four shillings & eleven pence of Lawful  
Money Damages & Costs of Suit taxed at £2.8.11 & thereof a

Exon of Sep. 4. 1789

William Lyon late of Woodstock in the County of Windham and Lyon Dep<sup>t</sup>  
State of Connecticut Gent<sup>l</sup> Appellant v. Asa Abel of Goshen in the  
County of Hampshire Husbandman Appellee from the Judgment of Abel & Apple  
William White Esq<sup>r</sup> one of the Justices of the Peace in & for the said  
County of Hampshire in which Case the said Asa was Plaintiff  
& the said William Lyon was Def<sup>t</sup> in a Plea of Trespass on the  
Case for that S<sup>r</sup> William at Goshen on the twentieth day of April in the  
Year of our Lord seven hundred eighty two being justly indebted  
to the Plaintiff in the Sum of three pounds fifteen shillings & half p<sup>y</sup> money  
for the like Sum of money then before that Time had & rec<sup>d</sup> by said  
Lyon for & to the Use of S<sup>r</sup> Asa at his S<sup>r</sup> Lyon's special Instance  
& Request, in Consideration thereof S<sup>r</sup> Lyon undertook & to the Plaintiff then  
& there promised to pay him the same on Demand & yet S<sup>r</sup> Lyon  
the often requested has never paid the same but neglects it to the  
Damage of said Asa eight shillings. The Parties appear  
and it is considered by the Court that they have Day here in Court  
untill the Second Tuesday of February next

William Lyon of Woodstock in the County of Windham State of Con-  
necticut Gent<sup>l</sup> Plaintiff v. Joshua Abel of Goshen in the County of  
Hampshire Husbandman Def<sup>t</sup> in a Plea of the Case for that S<sup>r</sup> Joshua  
at Palmer on the twenty ninth day of September Anno Dom<sup>o</sup> 1785  
by his Note for Value rec<sup>d</sup> procured S<sup>r</sup> William to pay him Forty  
five pounds one shilling in Lawful Silver Money on Demand with  
Interest till paid & also for that S<sup>r</sup> Joshua at Palmer on the first  
day of January last was justly indebted to S<sup>r</sup> William in the Sum  
of twenty five pounds Lawful Money for so much Money had & rec<sup>d</sup>  
at S<sup>r</sup> Joshua's special Instance & Request to the Use of S<sup>r</sup> William  
S<sup>r</sup> Joshua then & there undertook & promised S<sup>r</sup> William to pay him  
the same on Demand of S<sup>r</sup> Joshua the requested has never  
paid within the aforesaid Sum but neglects it to the Damage of  
S<sup>r</sup> William One hundred pounds. This Case was commenced  
before William Scott Esq<sup>r</sup> Just<sup>l</sup> of the Peace and is now brought up to this  
Court as the Statute directs. The Parties appear and it is con-  
sidered by the Court that they have Day here in Court untill the  
Second Tuesday of February next

Lyon v  
Abel  
No 120

of Land lying in Hatfield Commons in said County of Hampshire  
also two hundred eighty Acres of Land with the Buildings  
thereon the same being a Farm lying in Palmer aforesaid formerly  
occupied by Joseph Abbot & lately by James Shaw with the Privi-  
leges & Appurtenances to the said several tenements tracts or lots of  
Land belonging, which the said Jonathan claiming as his Right  
and inheritance and into which the said Luke hath not entered  
after the Division which hath been made thereof amongst the said  
men hath made to the aforesaid Jonathan within thirty years  
last past and the said Jonathan saith that he himself was seized of the  
Tenements aforesaid with the Appurtenances in his Demesne as of fee  
& Right in Time of Peace by taking the Profit thereof to the Value of  
Forty shillings a Year and into which the said Luke hath not entered  
unless as aforesaid & now unjustly holds the same from the said  
Jonathan to his Damage Ten pounds. The Plaintiff appears by  
John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the said Luke by Sam<sup>l</sup> Hunkley Esq<sup>r</sup>  
his Att<sup>y</sup> comes & defends his Right to the said Land & thereupon voucheth

Doughty  
Pliff took  
from last Sep  
No 116



to warrant to Jonathan Dwyght Gent<sup>l</sup> who is present here in Court by George Bliff  
Gent<sup>l</sup> his Att<sup>y</sup> and the Tenements aforesaid with the Appurtenances to him  
freely warranteth & and the said Jonathan demandeth hereupon against the  
said Jonathan Tenant by his own Warranty the Tenements aforesaid with the  
Appurtenances in Form aforesaid & and whereupon he saith that he him  
self was seized of the Tenements aforesaid with the Appurtenances in his  
Demise as of fee right in Time of Peace by taking the Profits thereof  
to the Value of forty shillings & and into which the said Jonathan hath not entry  
unless as aforesaid & and thereupon he bringeth this suit & and the aforesaid  
Jonathan Tenant by his own Warranty defends his Right where & thereupon  
he voucheth to warranty Gideon Pons who is present here in Court in his  
proper Person and the Tenements aforesaid with the Appurtenances to him  
freely warranteth & and hereupon the said Jonathan demandeth  
against the said Gideon Tenant by his own Warranty the Tenements aforesaid  
with the Appurtenances in Form aforesaid & and whereupon he saith  
that he himself was seized of the Tenements aforesaid with the Appurtenances  
as in his Demise as of fee right in Time of Peace by taking the Profits  
thereof to the Value of forty shillings & and into which the said Gideon hath  
not entry unless as aforesaid & and thereupon he bringeth this suit & —

And the aforesaid Gideon Tenant by his own Warranty defends his own  
Right where & and saith the aforesaid Hugh did not dispossess the  
aforesaid Jonathan of the Tenements aforesaid as the aforesaid Jonathan  
by his Writ & Court aforesaid above doth suppose and of this he puts  
himself on the Country & and the said Jonathan thereupon carveth  
leave to misplead, and he hath it & and afterwards the aforesaid  
Jonathan cometh again into Court in this same Term by his Att<sup>y</sup> aforesaid  
and the aforesaid Gideon the solemnly called cometh not again but  
hath departed in Contempt of the Court & maketh Default. Therefore  
it is considered that the aforesaid Jonathan do recover his claim against  
the aforesaid Hugh of the Tenements aforesaid with the Appurtenances & that the  
said Hugh have of the Land of the aforesaid Jonathan to the Value thereof and  
further that the said Jonathan have of the Land of the said Gideon to the Value aforesaid.  
And the said Gideon in Reply & and hereupon the said Jonathan  
prays a Writ of Execution to be directed to the Sheriff of the said County  
to cause him to have full satisfaction of the Tenements aforesaid with the Appurtenances  
And it is granted unto him bearing Date the fourth day of  
September in the Year of our Lord Edward the fourth ninth returnable  
in three months from the Date thereof & afterwards to wit on the  
day of in the Year of our Lord one thousand four hundred

Powers  
Maxwell  
N<sup>o</sup> 121  
Isaac Powers of Brimfield in the County of Hampden, Ironholder. Plaintiff  
Thompson Maxwell of Chesterfield in the same County Gent<sup>l</sup> Defendant in a  
Plaid of Trespas on the Case for that Isaac Maxwell abovesaid in Brimfield on the fourth  
day of April A.D. 1789 was justly indebted to Isaac in the sum of twelve  
hundred lawful money for so much Money by Isaac Maxwell before that time  
had said to the use of Isaac at the special instance & request of Isaac Maxwell  
& being so indebted Isaac Maxwell undertook & promised Isaac to pay him  
the same sum on demand & yet Isaac Maxwell the aforesaid has not paid the  
same but neglects it to the Damage of Isaac Eighty pounds. This case was  
commenced before W<sup>m</sup> Scott Esq<sup>r</sup> Justice of Peace and is now brought up to this  
Court as the Statute in such case provided directs. The Plaintiff appears by  
Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> and the Defendant the Plaintiff called to come in to  
Court making Default of Appearance here wherefore it is considered by the Court  
that Isaac do recover against Isaac Thompson Eleven pounds eleven shillings nine pence  
Damages & Costs taxed at 2s 15d & 3d plus of &c. 6<sup>th</sup> 4<sup>th</sup> 1789



Thomas Hinckley of Brownfield in the County of Hampshire Gent<sup>l</sup> Plaintiff  
John Thompson of Palmer in the same County Landholder Defendant in a Plea  
of the Ex<sup>or</sup> per that said John at Brownfield on the twenty seventh day of June  
last past by his Note under his hand for Value rec<sup>d</sup> promised P<sup>r</sup> Thomas  
to pay him or Order Eight pounds one shilling & seven pence lawful Money  
on Demand with Interest Yet when the aforesaid hath not paid  
the same such neglect is to the Damage of P<sup>r</sup> Thomas Fifteen pounds  
The Plea appears by Abner Morgan Esq<sup>r</sup> his Atty<sup>r</sup> and the Def<sup>t</sup> the three  
Times publicly called to come into Court makes Default of Ap-  
pearance here Wherefore it is considered by the Court that P<sup>r</sup> Thomas  
do recover against said John Eight pounds three shillings  
and four pence lawful Money Damages & Cost of Suit taxed at  
£1 12 6 & thereof do  
Exon<sup>d</sup> Sep. 5. 1789

Hinckley  
Thompson  
No 122

Jonathan Lawner of Haverhill in the County of New Hampshire late  
of Connecticut Cordwainer Plaintiff v. Timothy Danielson of Newbury in  
the County of Hampshire Husbandman & Trader also Gent<sup>l</sup> Def<sup>t</sup>  
in a Plea of the Ex<sup>or</sup> per that Timothy at Newbury on the tenth  
day of April Anno Domini 1788 by his Note under his hand for  
Value rec<sup>d</sup> promised said Jonathan to pay him One hundred and  
fifty pounds lawful Silver Money within four years from the Date  
of said Note with lawful Interest & the Interest to be paid yearly  
the said Jonathan in fact calls one year Interest is now due & with the  
sum of Nine pounds & yet Timothy the aforesaid has never paid  
Jonathan Eighteen pounds The Plea appears by Abner Morgan  
Esq<sup>r</sup> his Atty<sup>r</sup> and the Def<sup>t</sup> the three Times publicly called to come into  
Court makes Default of appearance here Wherefore it is  
considered by the Court that said Jonathan do recover against  
Timothy Nine pounds lawful Money Damages & Cost of Suit  
taxed at £1 12 6 & thereof do

Lawner  
Danielson  
No 123

William Webber Yeoman & Esther his Wife Jonas Haynes Yeoman & Mary his  
Wife Joseph Maffat Physician & Lois his Wife Abner Mighilly Yeoman & Mary his  
Wife all of Brownfield in the County of Hampshire Peter Moore of Litchfield  
in the County of Berkshire Yeoman & Sarah his Wife Ebenezer Root of  
Guildhall in the County of Orange & State of Vermont Gent<sup>l</sup> & Hannah  
his Wife & Rebecca Thompson of Palmer in the County of Hampshire  
Singlewomen Pl<sup>ts</sup> v. Jonathan Charles of Brownfield aforesaid Gent<sup>l</sup>  
Def<sup>t</sup> in a Plea of Land wherein the Pl<sup>ts</sup> aforesaid demand against  
the said Def<sup>t</sup> a certain Tract or Parcel of Land lying in Brownfield  
aforesaid containing thirty two Acs & One hundred & thirty four rods  
being Gravel Land laid out Peter Haynes late of Brownfield Yeoman  
deceased lying on both sides the Road that leads from Brownfield meet  
ing House to Fairbridge, bounded as follows East on Isaac Scotts  
Land South by on Abner Morgans & Aaron Mighilly Land West on  
said Mighilly Land North by partly on P<sup>r</sup> Mighilly Land & partly on P<sup>r</sup>  
Road with the appurtenances as the Right & Inheritance of them the  
Pl<sup>ts</sup> aforesaid in fee and with which the said Jonathan hath no Entry  
unless after the Disputes which Shindas Haynes thereof unjustly and  
without Judgment hath made to the said Peter Haynes in his Life  
Time with the fifty years now last past & whereon the Pl<sup>ts</sup> aforesaid  
say that P<sup>r</sup> Peter Haynes Father of the s<sup>d</sup> Esther Mary Sarah Lois Hannah  
& Mary a Grandfather of Rebecca within fifty years now last past  
was seized of the Land aforesaid in his Life Time in his Dimes as of Fee  
and Right in the Time of Peace by taking the Profits thereof to the Value  
of fifty shillings & that the said Peter Haynes on the twenty fifth day  
of December in the year of our Lord Seventeen hundred & sixty nine  
made his last Will & Testament in Writing and in & by the same Will

Webber & al  
Charles  
No 124



devised the said thirty two Acres & one hundred & thirty four rods of Land together with other lands to said Esther Mary Sarah Lois Hannah Mary & Eunice Thompson demand late wife to John Thompson & Mother of the said Abigail in manner and form following. that is to say, that the said John Wilber wife to William Wilber have an equal share with the Rest made up to her out of the Lands willed reckoning allowing what she has had given her before to make her equal with the Rest of the aforesaid Daughters & likewise the Mary Haynes wife to John Haynes to have an equal share with the Rest made up to her out of the Lands willed reckoning what she has had willed & given before. And the said Sarah Lois Hannah & Mary have then pay for nursing & looking after their Sister Eunice in the Term of her sickness out of her Right or Share of said Estate & the said Eunice to have an equal share with the Rest reckoning & accounting what she has had before together with what shall be taken out of her looking after & nursing as aforesaid. And afterwards to wit on the fifth day of February in the Year of our Lord One thousand seven hundred & seventy nine the said Peter the Testator died & thereupon the said Will was duly proved approved & recorded as by an authenticated Copy thereof in Court to be produced may appear by Force whereof the said William Esther Jonas Mary Joseph Lois Abner Mary Peter Sarah Eleanor Hannah & Rebecca become in titled in right of the said Esther Mary Sarah Lois Hannah Mary & Rebecca to receive & have Possession of the said thirty two Acres & one hundred & thirty four rods of Land to hold to them in Fee & into which the said Jonathan hath no Entry unless as aforesaid yet the said Jonathan being entered into the Records altho' he requested unjustly denies to deliver Possession thereof to the Damage of the Plaintiffs aforesaid Two hundred pounds. The Plaintiffs appear by Abner Morgan Esq<sup>r</sup> their Att<sup>y</sup> and the Def<sup>t</sup> by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and they agree that this Case be continued to the next Term. And it is considered by the Court that they leave Day here in Court until the second Tuesday of February next.

Good  
of  
Inhabit<sup>ts</sup> of  
Moorson  
No 125.

Great Town of New Durham in the County of Albany & State of New York Shuts:  
and men Plaintiffs vs the Inhabitants of the Town of Moorson in the County of Hampshire  
Defts in a Plea of Trespass on the Case for that the said Inhabitants at their  
legal Town Meeting in said Moorson on the twenty third day of May in  
the Year of our Lord One thousand seven hundred & seventy seven voted  
and agreed to give each man that should in his be the Continental  
Army such pay Master the sum of twenty pounds to the number of  
twenty five men and the said Inhabitants requested the P<sup>r</sup>esa to enlist  
into the said Continental Army & then & there undertook & in Consideration  
the said P<sup>r</sup>esa should enlist & pay Master as aforesaid promised the P<sup>r</sup>esa  
to pay him thirty pounds whenever after wards they should be that requested the sum  
of twenty pounds, and the said P<sup>r</sup>esa in fact says that he relying on the said  
promise & agreement so made as aforesaid then & there on the same twenty third  
day of May aforesaid did enlist into the Continental Army & passed Muster  
& served in said Army during the Term of three years & if all things complied  
with the agreement on his part to be performed of which the Inhabitants had due  
Notice. Also for that the Inhabitants at Moorson afterwards to wit on the  
first day of June last past were justly indebted to the P<sup>r</sup>esa in one other  
sum of thirty four pounds lawful money for so much money by the Inhabitants  
before that time had & received to the use of the P<sup>r</sup>esa and at this special instance  
& request of the Inhabitants and being so indebted the said Inhabitants undertook  
& then & there in Consideration thereof promised the P<sup>r</sup>esa to pay him & him of  
thirty four pounds on Demand. Also for that the Inhabitants at Moorson  
afterwards to wit on the same first day of June aforesaid were justly indebted  
to the said P<sup>r</sup>esa in one other sum of thirty four pounds lawful money for so much  
money by the P<sup>r</sup>esa before that time paid paid out & expended to the use of the said  
Inhabitants at their special instance & request & being so indebted the Inhabitants  
undertook & then & there in Consideration thereof promised the P<sup>r</sup>esa to pay  
him & him last occasion on Demand & yet the Inhabitants the request  
have never paid either the sums aforesaid but neglected to the Damage of the  
P<sup>r</sup>esa Forty pounds. The Parties appear and it is considered by the Court that  
they have Day here in Court until the second Tuesday of February next.



John Denton of South Brimfield in the County of Hampshire Townsh. Puff  
 is the Inhabitant of Holland in the same County Dfth in a Plea of the  
 Case for that whereas at Holland on the twelfth day of May in the Year  
 of our Lord seven hundred eighty eight Alfred Lyon a Commissioner  
 of the same Town or District duly appointed chosen imposed and  
 authorised thereto by the Inhabitants at a legal Town Meeting duly war  
 and convened & holden there for that purpose by a certain Provisory  
 Note under his hand of the said Alfred for Value received in behalf  
 and to the Use of the Inhabitants of Holland, procured the said John to  
 pay him the Sum of thirty pounds eleven shillings on Demand  
 with Interest since of the said Inhabitants then & there had due Value  
 and so became chargeable in Law to pay said John the whole Con-  
 tents of the said Note according to the Tenor thereof and then & there  
 in Consideration thereof promised the said John to pay him the same  
 accordingly - Yet the said Inhabitants the requested have never paid the  
 same but neglect it to the Damage of said John his ten pounds  
 The Parties appear & it is considered by the Court that they have Day  
 here in Court until the second Tuesday of February next

Fenton is  
 Inhabitants  
 of Holland

Reuben Lilley of Brimfield in the County of Hampshire Gent. Upper Lilley  
 Nathan Collins late of the same Brimfield Husbandman an absconded debtor  
 and Debtor & Lewis Collins of the same Brimfield Yeoman Agent & Trustee  
 of the said Nathan Dfth in a Plea of the Case for that Nathan  
 of Brimfield on the first day of May last past was justly indebted to  
 the said Reuben in the Sum of six pounds ten shillings for so much  
 Money by the said Nathan before that Time had & received to the Use of the  
 said Reuben and also Nathan's special Instance & Request & being so in-  
 debted he the said Nathan undertook & then & there in Consideration  
 thereof promised the said Reuben to pay him the same Sum on Demand  
 Yet Nathan the requested hath not paid the same but neglect and hath  
 absconded & withdrawn himself out of the Commonwealth out of  
 Parts unknown therein & so secrets himself and his Goods & Estate that  
 they cannot be come at to be attached to the Damage of the said Reuben  
 Twelve pounds - The Plea appears by Arthur Morgan Esq. his Atty. &  
 the said Lewis Collins the Agent and Factor aforesaid now comes into  
 Court in his proper Person, and being sworn as the Statute in  
 such Case provided directs, declares upon his said Oath that on the fourth  
 day of August current the Time when he was summoned he had  
 not in his hands any Goods Effects or Credits of the Nathan Collins  
 and thereupon it is considered by the Court that the said Lewis Col-  
 lins be allowed his party against the said Reuben taxed at fifteen  
 shillings & that the said Lewis be discharged from this writ - Also  
 that this Case be continued to the next Term the second Tuesday of  
 February next - Exon per Court afores. 21. May 1789

Collins & Agt  
 No 127

Nathan Abbot of Brimfield in the County of Hampshire Blacksmith  
 Puff vs. James Thompson late of Monson in the same County an absconded  
 absconding Debtor, and Solomon Thompson Esq. said Monson Agent, and  
 Trustee of the said James Dfth in a Plea of the Case for that  
 the said James of Brimfield on the eleventh day of June in the Year of our  
 Lord seven hundred & seventy four by his Note of hand of that Date  
 for Value recd. promised the said Nathan to pay him One pound three shillings  
 & seven pence on Demand with Interest till paid - And the said James  
 afterwards to wit on the first day of January last past at said Brimfield  
 in Consideration that the said Nathan had before that Time at the special  
 Instance & Request of the said James shewed his mare found & supplied the  
 Thow twenty three Times he the said James undertook & then & there faithfully  
 promised the said Nathan to pay him on Demand so much Money as  
 he reasonably deserved to have & the said Nathan says he reasonably deserved  
 to have therefor the Sum of four pounds four shillings & seven pence of  
 which he there afterwards on the same Day gave the said James Notice of the  
 said James the requested hath paid to the said Nathan but one pound eighteen shillings

Abbot vs  
 Thompson  
 No 128



Snow is  
Dunham  
No 129.

Stephens  
Dorke  
v. 1.º 130

Publisher  
 21  
 Lane  
 No 134

Benjamin Enlish of Conway in the County of Hampshire from  
Plff. vs. Heacheah Luce of Conway Defendant in & Pla of the Case  
for that s<sup>d</sup> Heacheah at Conway appeared on the Tenth day of July last  
by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Ben<sup>a</sup> to pay him or Order from  
pounds lawf<sup>d</sup> Money on Demand with Interest & yet s<sup>d</sup> Heacheah the  
aggrieved has never paid the same but neglects it to the Damage of said  
Benjamin Six pounds - This Case was commenced before Sir Robert Knute  
Pearce & is now brot up to this Court as the Statute directs - The Plff<sup>s</sup> ap-  
pears by W<sup>m</sup> Ballings Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly  
called to come into Court makes Default of Appearance here - Wherefore  
it is considered by the Court that the said Ben<sup>a</sup> do a wrong against s<sup>d</sup>  
s<sup>d</sup> Heacheah  
Damage & Costs of Suit taxed at £ 2 thereof &c



Joshua Abel of Goshen in the County of Hampshire Newnan M<sup>r</sup> William  
Lyon late of Woodstock in the County of Windham & State of Connecticut Gent<sup>l</sup>  
otherwise called Trader or Newnan Deft in a Plea of Trover on the Case for  
that S<sup>r</sup> William at Woodstock to wit at Northampton aforesaid on the seven  
thirtieth day of September in the Year of our Lord Seventeen hundred &  
eighty four by his Note of hand for Value recd promised that S<sup>r</sup> Joshua  
to pay him five pounds fourteen shillings & eleven pence Lawful Money  
on Demand with Interest ~ Also for that S<sup>r</sup> William at Northampton  
aforesaid on the twelfth day of March Ann<sup>d</sup> Down 1782 in Consid  
eration that the S<sup>r</sup> Joshua at the Special Instance & Request of the said  
William had then before that Time sold & delivered to the S<sup>r</sup> William  
two Hogs eight Boars four Oxen one Steer & seventeen sheep of  
him the said Joshua affirmed on himself & to S<sup>r</sup> Joshua then and  
there faithfully promised the said Joshua to pay him so much  
Money as the same Hogs Boars Oxen Steer & sheep aforesaid at the Time  
of the Sale & Delivery thereof were reasonably worth and the lawful  
Interest of such Sum whenever after he should be thereto requested  
And the Pl<sup>ff</sup> avers that the same at the Time of the Sale & Delivery thereof  
were reasonably worth One hundred & ninety pounds of which the S<sup>r</sup>  
William then & there had Notice ~ Also for that said William at  
Northampton aforesaid ~~on the~~ third day of December in the same  
year 1782 in Consideration that the said Joshua at the Special Instance  
& Request of the said William had then before that Time done and  
performed for the S<sup>r</sup> William divers Journeys & Service affirmed on  
himself & to the said Joshua then & there faithfully promised to pay  
him so much Money as for the same Journeys & Service aforesaid  
he was reasonably deserved to have & the lawful Interest of such Sum  
on Demand ~ And the Pl<sup>ff</sup> avers that therefor he reasonably deserved  
of the said William Twenty pounds whereof S<sup>r</sup> William then & there  
had due Notice ~ Also for that S<sup>r</sup> William at Northampton on  
the same Day & Year last aforesaid in Consideration that the said  
Joshua at the Special Instance & Request of the S<sup>r</sup> William had  
then before that Time sold & delivered to the S<sup>r</sup> William divers Hogs  
Cattle & Sheep other than those above mentioned & had also sold  
& delivered to S<sup>r</sup> William divers Goods & Merchandises affirmed  
on himself & to S<sup>r</sup> Joshua then & there promised S<sup>r</sup> Joshua to  
pay him so much Money as they were worth & the lawful Inte  
rest of such Sum on Demand & S<sup>r</sup> Joshua avers that the same  
Hogs Cattle Sheep Goods & Merchandises were reasonably worth  
One hundred & seventy pounds, of which the S<sup>r</sup> William then & there  
had Notice ~ Also for that S<sup>r</sup> William at Northampton aforesaid  
on the same third Day of December Ann<sup>d</sup> Down 1782 in Consideration  
that S<sup>r</sup> Joshua at the Special Instance & Request of S<sup>r</sup> William had  
then before that Time kept & fed for the S<sup>r</sup> William four Oxen  
two Weeks & one Horse seven Weeks & one half a Week he said  
William affirmed on himself and to S<sup>r</sup> Joshua then & there  
promised S<sup>r</sup> Joshua to pay him so much Money as therefor he reason  
ably deserved to have ~ And the Pl<sup>ff</sup> avers he reasonably deserved  
Ten pounds whereof S<sup>r</sup> William then & there had Notice ~ Also for that  
S<sup>r</sup> William at Northampton aforesaid on the fifth day of February  
current being partly indebted to S<sup>r</sup> Joshua in another Sum of Two  
hundred pounds Lawful Money for so much of him the said Joshua  
for S<sup>r</sup> William at his Request & to his Use expended & paid as William  
in Consideration thereof afterwards on the same Day affirmed on  
himself & to S<sup>r</sup> Joshua then & there promised to pay him the same  
Sum on Demand ~ Yet S<sup>r</sup> William the requested has never paid either  
S<sup>r</sup> Sum or but w<sup>l</sup>glut it to the Damage of S<sup>r</sup> Joshua three hundred pounds  
The Parties appear and it is considered by the Court that they have Day  
here in Court untill the second Tuesday of February next

Abel  
Lyon  
No 132



Starbuck  
Duckmorton  
No 133.

John Starbuck of Boston in the County of Suffolk Gent<sup>r</sup> vs Aaron  
Duckmorton of Amherst in the County of Hampshire Gent<sup>r</sup> In a Plea  
of Ejectment wherein John demands against Aaron One Messuage  
viz a Dwelling House & Barn & forty Acres of Land by him and his  
aforesaid & bounded South on Land lately owned by William Belkwood  
Weston Hadley Lane North on Land of Aaron & each on the West & East  
Sides which same Land bounded & described as aforesaid is twenty six  
Roods & two thirds of a Rood wide at each End thereof with the Appurtenances  
as & whereon the John says that at Amherst aforesaid on the fifth  
day of July in the Year of our Lord seventeen hundred eighty five the  
Aaron by his Deed of that Date in Court to be produced for the Consideration  
therein mentioned granted bargained & conveyed to the John the aforesaid  
demanded Premises to hold the same to him & his Heirs by Virtue of which  
he became seized of the same Land & Buildings aforesaid on Condition  
however and said Deed to be void if the said Aaron should pay to  
the John the Sum of Sixty pounds lawful Silver Money with the  
lawful Interest for the said Sum by the first day of July in the Year  
of our Lord seventeen hundred eighty six & John says said Aaron  
hath never paid the said Sum of Sixty pounds or the Interest & that the  
Deed is in full Force & that John ought to have Possession of the demand-  
ed Premises, but Aaron unjustly entered therein & ejected the said  
John & unjustly holds him out to the Damage of John Eighty pounds  
The Plea appears by Juries Verdict by the Aff and the Deft by Simon Perry  
Esq<sup>r</sup> his Att<sup>r</sup> and it is considered by the Court that they have Day  
in Court untill the Second Tuesday of February next

Benton  
Cady & Co<sup>s</sup>  
No 134

Isaac Benton of Salisbury in the County of Litchfield & State of Connecticut  
vs Aaron Cady late of Chelburne in the County of Hampshire  
Yeoman in Debt & absconding Debtor & Parker Dole of the same Chelburne  
Yeoman Agent & Trustee of said Aaron Deft<sup>r</sup> in a Plea that Aaron con-  
der to said Isaac Thirty five pounds fifteen shillings & eight pence which  
to him he owes & from him unjustly retains for this Use that whereas  
Aaron by the Consideration & Judgments of the Justices of the County  
Court holden at Litchfield within & for the County of Litchfield in the  
State of Connecticut on the Second Tuesday of December in the Year  
of our Lord seventeen hundred eighty three recovered of the said Aaron  
the Sum of thirty four pounds fifteen shillings & three pence lawful Money  
Damages and Costs of Suit taxed at twenty two shillings & five pence as by  
a Copy of the same Judgments in Court to be produced will appear which  
Judgment is still in its full Force wholly unsatisfied & unreversed  
& unpaid for the Isaac hath sued out a Writ of Execution on the  
same Judgment the same has been long since returned wholly unsatisfied  
whereby Aaron hath accrued to Isaac to demand & have of the said  
Aaron the aforesaid Sum of £35<sup>..</sup> 15<sup>..</sup> 8 yet Aaron the defendant hath  
not paid the same but unjustly & hath absconded & withdrawn himself  
out of this Commonwealth & so conceals himself & his Estate that neither can  
be found or come at to be attached to the Damage of Isaac Eighty pounds  
The Parties appear and it is considered by the Court that they have Day  
in Court untill the Second Tuesday of February next



Margaret Gowing of Chesterfield in the County of Hampshire Writ<sup>r</sup> Exce<sup>r</sup>ding  
 of the last Will & Testament of Pierre Gowing late of said Chesterfield deceased  
 Eliza Allen of Northampton in the same County Inhabitant Defendant  
 a Plea of the paper on the Case for that s<sup>d</sup> Eliza abt Northampton on the thirty first day  
 of July in the Year of our Lord seven hundred eighty seven by his Note of hand  
 of that Date for Value rec<sup>d</sup> promised Ben Solomon Allen to pay him on Order Twelve  
 pounds lawful money on Demand with Interest and afterwards on the Day after  
 at Northampton aforesaid s<sup>d</sup> Solomon by his Indorsement on the same Note on  
 and the Contents thereof to be paid to the said Pierre then living for Value  
 rec<sup>d</sup> whereof said Eliza then & there had Notice & so became chargeable to  
 pay the same to s<sup>d</sup> Pierre in his Life Time or to s<sup>d</sup> Margaret after the Death  
 of s<sup>d</sup> Pierre & find in Consideration thereof said Eliza appeared on him  
 self & to s<sup>d</sup> Pierre in his Life Time promised to pay him the Contents  
 of the same Note or Demand. Yet said Eliza the requested has  
 never paid the same to s<sup>d</sup> Pierre in his Life Time or s<sup>d</sup> Margaret since  
 the Death of s<sup>d</sup> Pierre but neglects it to the Damage of s<sup>d</sup> Margaret fif-  
 teen pounds. The Plea appears by Sam<sup>l</sup> Thurstley Esq<sup>r</sup> her Att<sup>y</sup> and  
 the said Eliza the ~~same~~ times publicly called to come into Court  
 makes Default of Appearance here. Wherefore it is considered by  
 the Court that s<sup>d</sup> Margaret do recover against the said Eliza Thirteen  
 pounds nine shillings & eleven pence of Law<sup>l</sup> Money Damages and  
 Costs of Suit taxed at £ 1. 11. 11. & thereof. Exon<sup>l</sup> if Sep. 9. 1789

Samuel Lyman of Springfield in the County of Hampshire Esq<sup>r</sup>  
 Plaintiff Isaac Stearns of Cotnam in the County aforesaid Defendant  
 a Plea of the paper on the Case for that Isaac Stearns  
 at Deerfield on the ninth day of February in the  
 Year of our Lord seven hundred & eighty five by his  
 Note for Value rec<sup>d</sup> promised s<sup>d</sup> Samuel to pay him the  
 sum of Eighteen pounds five shillings & some pence lawful  
 Silver money within two years of the Date with Interest  
 annually. Yet said Isaac the requested hath not paid the  
 same but neglects it to the Damage of s<sup>d</sup> Samuel Thirty  
 pounds. Where Case was commenced before David Sipton  
 Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> and is now bro<sup>d</sup> up to this Court as the  
 Statute in such Case made directs. The Plea appears by  
 Sam<sup>l</sup> Thurstley Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three times  
 publicly called to come into Court makes Default of  
 Appearance here. Wherefore it is considered by the  
 Court that the said Samuel do recover against the  
 said Isaac Sixteen pounds & some pence of Law<sup>l</sup>  
 Money Damages & Costs of Suit taxed at £ 2. 18. 7.  
 & thereof &c. Exon<sup>l</sup> if Sep. 9. 1789

Samuel Lyman of Springfield in the County of Hampshire Esq<sup>r</sup>  
 Plaintiff John Campbell of Southwick in the same County  
 Defendant a Plea of the paper on the Case for that s<sup>d</sup> John abt Northampton on the 26<sup>th</sup> day of  
 January Andorn. 1786 by his Note for Value rec<sup>d</sup> promised said  
 Samuel to pay him One hundred Spanish milled Dollars on Demand  
 with Interest. Yet s<sup>d</sup> John the requested has never paid the same but  
 neglects it to the Damage of s<sup>d</sup> Samuel Thirty pounds. This Case was commenced  
 before Delwain Wright Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now bro<sup>d</sup> up to this Court as the  
 Statute in such Case made directs. The Plea appears by Sam<sup>l</sup> Thurstley Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three times  
 publicly called to come into Court makes Default thereof. Therefore it is considered by the  
 Court that s<sup>d</sup> Samuel do recover against s<sup>d</sup> John Thirty six pounds nine shillings of  
 Law<sup>l</sup> Money Damages & Costs taxed at £ 2. 11. 0 & thereof. Exon<sup>l</sup> if Sep. 9. 1789



Healey  
Jewell  
No 138.  
Joshua Healey of Chesterfield in the County of Hampshire Gent. Plaintiff  
vs. Aaron Jewell of the same Chesterfield Common Debt in a Plea of  
Trespas on the Case for that said Aaron at said Northampton on the 28<sup>th</sup>  
day of August Anno Dom. 1788 by his Note for Value recd promised  
Joshua to pay him Forty pounds Lawful Money on Demand with Interest  
till paid - Also for that said Aaron at Northampton on the thirtieth day  
of June last past was indebted to said Joshua in another Sum of Forty  
five pounds Lawful Money for the like Sum of Money of the said Joshua  
for his Use by said Aaron before that Time had received & in Consideration  
thereof said Aaron at Northampton on the same thirtieth day of June took  
upon himself & to said Joshua then & there faithfully promised to pay him  
the same Sum on Demand - Also for that whereas the said Healey at said  
Northampton on the 30<sup>th</sup> day of August in the Year of our Lord Seventeen hundred  
& eighty eight was seized & possessed of a certain Tract or parcel of Land in  
Chesterfield aforesaid containing fifteen Acres bounded East on Richard  
Damon's Land North on David Studley's Land & South on the remaining part  
of said Jewell's Farm & being so seized & possessed said Healey at the special Instance  
& Request of said Jewell there afterwards the same Day made executed and  
delivered to said Jewell his said Healey's Deed poll by which same Deed said  
Healey did bargain sell remise release quit claim & convey to him said  
Jewell all his said Healey's Right Title claim & Interest & property of Land  
into the Tract of Land aforesaid and in Consideration thereof Hannah  
Jewell Wife of the said Aaron and as the Servants of the said Aaron and  
being therunto lawfully authorized by the said Aaron then & there made &  
delivered to the said Healey at the special Instance & Request of the said Aaron  
a promissory Note in Writing whereby Hannah as the Servant and in  
the behalf of said Aaron promised said Healey to pay him Forty pounds  
Lawful Money on Demand with Interest whereby said Aaron became char-  
geable to pay the Contents of said Note to witth & promised the Plaintiff to pay the  
same accordingly - Yet said Aaron the requested has never paid the Con-  
tents of said Note over the the aforesaid Sum but only lets it to the  
Damage of said Joshua Sixty pounds - This Case was commenced before  
Ephraim Wroughton Esq. Just. Pac. and is now brought to this Court as the  
Statute in such Case provided directs - The Parties appear & agree to  
refer this Case to the Determination of J. B. & Burgess W. & White Esq. and  
J. G. & J. B. & J. B. the Award of them or any two of them to be final to be returned  
into this Court in Judgment to be made up & Execution speed accordingly  
Whereupon it is considered by the Court that the agreement aforesaid  
of the said Parties by them above enter'd into be a Rule of this Court in  
this Case - And that they come Day here in Court on till the Second  
Tuesday of February next.

Thirkland  
Bennet & Co  
No 139  
Daniel Thirkland of Norwich in the County of Hampshire Gent. Plaintiff  
vs. Daniel Bennet late of the said Norwich this Common Debt in a Plea of  
Trespas on the Case for that said Bennet at said Norwich on the 30<sup>th</sup> day of July last being jointly indebted  
to said Thirkland in the Sum of Sixty shillings Lawful Money for so much  
Money had & received in Consideration whereof said Bennet promised  
said Thirkland to pay him the same Sum on Demand - Also for that said  
Thirkland at said Norwich in the Year of our Lord Seventeen hundred & eighty  
three was collector of Taxes for one Year and had divers Assessments against  
said Bennet committed to him to collect amounting to twenty shillings & six  
pence Lawful Money - Yet said Bennet the after requested hath not  
paid either of said Sums to said Thirkland but wrongfully & hath withdrawn  
himself out of the Commonwealth and so conceals himself & his Estate  
that neither can be found or come at to be attached to the Damage of said  
Thirkland Five pounds - The Plaintiff appears & Samuel Hanchey Esq.



his Att<sup>y</sup> and the said John Thirkland Esq<sup>r</sup> one of the Agents aforesaid comes into Court & being sworn declares upon his Oath that at the Time of the Service of the Writ he had in his hands a Note of hand of between three & four pounds of the said Rempts Property and the said Charles the other Agents aforesaid likewise comes & being sworn declares upon his Oath that at the Time of the Service of the Writ he had given a Note to Rempts wherein there is now due Three pounds Twelve shillings Whereupon it is considered by the Court that this Case be continued to the next Term the Second Tuesday of February next

Seth Case of Simsbury in the County of Hartford & State of Connecticut Case Adm<sup>r</sup>  
Giles v. Edm<sup>r</sup> on the Petition of John Case late of Simsbury deceased Giles  
vs. Edward Giles late of Cheshire in the County of Hampshire Newham  
otherwise called Edward Giles late of Windsor in the County of Hartford  
& State of Connecticut Plaintiff in a Plea that Edward render to Seth three pounds Ten shillings & nine pence lawf<sup>d</sup> money which to him in his capacity he owes & from him respectively detains for that whereas the said John in his Life Time was on the first Tuesday of November Anno Domini 1772 by the Judgment of the Justices of the County Court holden at Hartford within & for the County of Hartford recovered of Edward Two pounds fourteen shillings lawf<sup>d</sup> money Damages & Sixteen shillings & nine pence Costs of Suit as by a Copy of Judgment to be produced will appear, which Judgment is in its full force wholly unsatisfied unreversed & unpaid where by Action hath accrued to Seth to demand & have in his Capacity the aforesaid Sum of £3.10.9 of Edward. Yet Edward the requested hath never paid said John in his Life Time or Seth since the Death of said John the aforesaid Sum but neglects it to the Damage of Seth Sum pounds The Parties appear and it is considered by the Court that they have Day here in Court until the Second Tuesday of February next

Samuel Hinckley of Northampton in the County of Hampshire Cut<sup>r</sup> vs. William Stevens of Colrain in the same County Esq<sup>r</sup> Debt in Plea of  
Trespas on the Case for that William at Deerfield on the twenty eighth day of August last by his Note for Value recd promised Samuel to pay him Eight pounds eight shillings & 10 pence meaning lawf<sup>d</sup> money with Interest till paid & also for that William at Deerfield on the same 28<sup>th</sup> day of August being justly indebted to Samuel in another Sum of One shilling & six pence for so much money had & recd & in Consideration thereof then & there promised Samuel to pay him the same on Demand Yet William the requested hath not paid either the Sum aforesaid but neglects it to the Damage of the said Samuel Ten pounds This Case was commenced before David Sexton Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>is</sup> and is now brought up to this Court as the Statute in such Case provided directs The Plea appears & the Def<sup>t</sup> tho<sup>ugh three Times publicly called to come into Court makes Default of appearance here Whereupon it is considered by the Court that said Samuel do recover against William Eight pounds nineteen shillings & eight pence & thereof 2s Exon<sup>is</sup> if Sep<sup>r</sup> 10. 1789</sup>

Bunice Southwell of Chesterfield in the County of Hampshire Spinster Plea vs. Moses Staiden of Conway in the same County Physician Debt in a Plea of  
Trespas on the Case for that Moses at Conway on the twenty sixth day of June in the Year of our Lord seven hundred & eighty seven by his Note for Value received promised said Bunice to pay her thirty seven pounds



one shilling & seven pence on Demand in lawful Silver Money with Interest till paid & yet said Mops the requested hath not paid the same but neglected it to the Damage of S<sup>r</sup> Eunice Forty five pence. The Plaintiff by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here & Wherefore it is considered by the Court that S<sup>r</sup> Eunice do recover against S<sup>r</sup> Mops Forty pounds five shillings & seven pence lawful Money Damages & Cost of Suit taxed at £2.5.1 & thereof &c. Exon<sup>d</sup> Sep<sup>r</sup> 10. 1789

Wright  
of  
Boyd  
N<sup>o</sup> 143.

Jabez Wright of Ware in the County of Hampshire Labourer Plaintiff. William Boyd of Williamsburgh in the County aforesaid Yeoman Def<sup>t</sup> in a Plea of Trespass on the Case for that P<sup>r</sup> William at Roxbury Cr<sup>o</sup> at Northampton aforesaid on the first day of April in the Year of our Lord Seventeen hundred and seventy six by his Note for Value received promised S<sup>r</sup> Jabez to pay him Four pounds ten shillings on Demand with Interest. Yet S<sup>r</sup> William the requested hath not paid the same but neglected it to the Damage of S<sup>r</sup> Jabez Eighty pounds nine <sup>two</sup> shillings & six pence. This Case was commenced before Ephraim Wright Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brought up to this Court as the Statute in such Case provided directs. The Plaintiff by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here & Wherefore it is considered by the Court that the said Jabez do recover against said William Eight pounds nine shillings & six pence of lawful Money Damages & Cost of Suit taxed at £2.12.9 & thereof &c. Exon<sup>d</sup> Sep<sup>r</sup> 10. 1789

Wach  
of  
Allis  
N<sup>o</sup> 144.

Eliza Wach of Hatfield in the County of Hampshire Yeoman<sup>ess</sup> Plaintiff. Abel Allis late of Hatfield aforesaid Physician Def<sup>t</sup> in a Plea of Trespass on the Case for that S<sup>r</sup> Abel at S<sup>r</sup> Hatfield on the twelfth day of May in the Year of our Lord Seventeen hundred & eighty eight by his Note for Value received promised said Eliza to pay him Twenty nine pounds five shillings & three pence lawful Money by the first day of March next, to be on Interest in one month after Date. Yet said Abel the requested has never paid the same but neglected it to the Damage of said Eliza Thirty six pence. The Plaintiff by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup> & moves that this Case may be continued because he says the Def<sup>t</sup> is out of the County of Hampshire & Therefore it is considered by the Court that the S<sup>r</sup> Parties have Day here in Court until the second Tuesday of February next.

Church  
of  
Shepa  
N<sup>o</sup> 145.

Mops Church of Springfield in the County of Hampshire Plaintiff. Jabez Shep Yeoman & Simon Shep Shepherds both late of Monson in the County aforesaid Def<sup>t</sup> in a Plea of the Case for that S<sup>r</sup> Jabez & Simon at Monson aforesaid on the eighteenth day of April in the Year of our Lord Seventeen hundred & eighty six by their Note of Hand for Value received promised S<sup>r</sup> Mops to pay him twenty three pounds lawful Money on Demand with Interest till paid. Yet S<sup>r</sup> Jabez & Simon the requested have not nor hath not either of them paid the same but neglected it to the Damage of said Mops Thirty pounds. The Plaintiff by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup> and the S<sup>r</sup> Jabez & Simon the three Times publicly called to come into Court make Default of Appearance here & Wherefore it is considered by the Court that S<sup>r</sup> Mops do recover against S<sup>r</sup> Jabez & Simon Twenty five pounds & twelve shillings of lawful Money Damages & Cost of Suit taxed at £1.17.9 & thereof &c. Exon<sup>d</sup> Sep<sup>r</sup> 10. 1789



Levi Shephard of Northampton in the County of Hampshire Gent<sup>l</sup> Plaintiff  
 vs  
 Isaac Shephard of Northampton aforesaid Defendant  
 In a Plea of the Case for that Isaac Shephard  
 of Northampton on the sixth day of November in the Year of our Lord seven hundred  
 and eighty seven by his Note of hand for Value rec<sup>d</sup> promised & Leve to  
 pay him or Order Ten pounds ten shillings lawful Money on Demand with that  
 debt till paid & yet Isaac Shephard the often requested hath not paid the same but  
 neglects it to the Damage of Levi seven pounds - The Plea appears by Sam<sup>l</sup>  
 Hinckley Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and it is  
 considered by the Court that they have Day here in Court untill the second Tues  
 day of February next

Shephard  
 vs  
 Shephard  
 No 146

James Weaver of Boston in the County of Suffolk Distiller & Peter Thomas of  
 the same Boston Esq<sup>r</sup> Plaintiffs  
 vs  
 John Field of Boston Esq<sup>r</sup> Defendant  
 In a Plea of the Case for that the Deft aforesaid on the twentieth day of October  
 last by his Note of hand for Value rec<sup>d</sup> promised the Plffs to pay them or  
 Order Twelve pounds six shillings & ten pence three parts of four lawful Silver Mo  
 ny in four months from the Date of his Note with Interest till paid & yet  
 the Deft the often requested have not nor hath either of them paid the same  
 to the Plffs or either of them but neglects it to the Damage of J<sup>d</sup> Pepp  
 fifteen pounds - This case was commenced before Esq<sup>r</sup> Wright Esq<sup>r</sup> Just<sup>l</sup> Paris  
 and is now brot up to the Court as the Statute in such  
 case provided directs - The Plea appears by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup>  
 and the Deft by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and it is considered  
 by the Court that they have Day here in Court untill the second Tues  
 day of February next

James &  
 al  
 vs  
 Field  
 No 147

Joseph Coolidge of Boston in the County of Suffolk Merchant Plaintiff  
 vs  
 John Pollock of Amherst in the County of Hampshire Gent<sup>l</sup> Defendant  
 In a Plea of the Case for that J<sup>d</sup> Sawyer at Amherst aforesaid on the twenty  
 first day of August in the Year of our Lord seven hundred and eighty  
 seven by his Note of hand for Value rec<sup>d</sup> promised & Leve to pay  
 him or Order on Demand Fifty one pounds three shillings & ten pence  
 & 1/4 with Interest till paid & yet J<sup>d</sup> Sawyer the requested has never  
 paid the same but neglects it to the Damage of said Joseph fifty pounds  
 This case was commenced before Esq<sup>r</sup> Wright Esq<sup>r</sup> Just<sup>l</sup> Paris &  
 is now brot up to the Court agreeably to the Statute in such case pro  
 vided - The Plea appears by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by  
 Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and it is considered by the Court that  
 they have Day here in Court untill the second Tuesday of February  
 next

Coolidge  
 vs  
 Pollock  
 No 148

Samuel Wm. Pomeroy of the City & County of Stafford & State of Connecticut  
 Theodosius Fowler of the City County & State of New York & Jonas Adams of  
 Boston in the County of Suffolk Merchants & Bank Dealers Plaintiffs  
 vs  
 Solomon Allen of Northampton in the County of Hampshire Esq<sup>r</sup>  
 Defendant  
 In a Plea of the Case for that J<sup>d</sup> Solomon aforesaid on the seventh day of August last by  
 his Note of hand for Value rec<sup>d</sup> promised the Plffs by the Notes  
 of Samuel Wm Pomeroy & Co<sup>s</sup> an Order Twenty one pounds four shillings  
 & one penny lawful Money within six weeks from the Date of his  
 Note with Interest till paid & yet Solomon the requested has never  
 paid the same but neglects it to the Damage of the Plffs twenty five  
 pounds - This case was commenced before Esq<sup>r</sup> Wright Esq<sup>r</sup> Just<sup>l</sup> Paris &  
 is now brot up to the Court as the Statute in such case provided directs  
 The Plea appears by Sam<sup>l</sup> Hinckley Esq<sup>r</sup> his Att<sup>y</sup> & the Deft the three times  
 publicly called to come into Court makes Default of Appearance here  
 wherefore it is considered by the Court that J<sup>d</sup> Samuel Williams Theodosius  
 & Jones do recover against J<sup>d</sup> Solomon Twenty two pounds ten shillings & 5  
 lawful Money Damages & Costs taxed at £5. 19. 7 & thereof 2 - Exon<sup>d</sup> Sep<sup>r</sup> 9<sup>th</sup> 1789

Pomeroy &  
 al  
 vs  
 Allen  
 No 149



Book 24. *Hammond*  
N<sup>o</sup> 150 Joseph Cook of Northampton in the County of Hampshire Yeoman Upper Calib Ham-  
mond of Bletchington in the County of Gloucester Yeoman & Deputy Sheriff under Order  
Porter Esq. Sheriff of S<sup>d</sup> County Deft in & Pla of Trespas on the Case for that  
P<sup>r</sup> Caleb at S<sup>d</sup> Northampton on the eighth day of December in the Year of our Lord  
one thousand seven hundred & eighty eight by his Note for Value rec<sup>d</sup> promised  
P<sup>r</sup> Joseph to pay him Twelve pounds within three months from the Date of said  
Note with Interest till paid - Yet P<sup>r</sup> Caleb the requested has never paid the same  
but neglects it to the Damage of P<sup>r</sup> Joseph fifteen pounds - This Case was  
commenced before Eph<sup>r</sup> Wright Esq. Just<sup>s</sup> P<sup>r</sup> & is now brot up to this Court  
as the Statute in such Case made, directs - The Deft appears by Samuel Hin-  
chley Esq. his Att<sup>y</sup> and the Deft the two Times publicly called to come into Court  
makes Default of Appearance here - Wherefore it is considered by the Court  
that said Joseph do recover against said Caleb Twelve pounds ten  
shillings & nine pence of Law<sup>d</sup> Money Damages & Cost of Suit taxed at  
£1. 5. 9 & thereof &c.  
Exon<sup>d</sup> Sep<sup>r</sup> 9. 1789 -

*Hartings*  
*per*  
*Leavens*  
N<sup>o</sup> 151 Jacob Hartings of Windsor in the County of Windsor & State of Vermont Gent<sup>l</sup>  
Jeph<sup>r</sup> Sedidiah Leavens late of Chesham in the County of Hampshire Yeoman  
otherwise called Gentleman or Schoolmaster Deft in & Pla of Trespas on  
the Case for that P<sup>r</sup> Sedidiah at Shillingsley to w<sup>h</sup>at Northampton on the third  
day of December Anno Domini 1787. by his Note for Value rec<sup>d</sup> promised said  
Jacob to pay him or Order Nineteen pounds eleven shillings & two pence Law<sup>d</sup>  
Money to be paid in good Sabatle Cattle to be delivered at his Dwelling House  
nearby P<sup>r</sup> Jacob's at Windsor on Demand with Use till paid - Yet P<sup>r</sup> Sedidiah  
the often requested hath not paid the same but neglects it to the Damage of  
said Jacob Twenty five pounds - This Case was commenced before Eph<sup>r</sup> Wright  
Esq. Just<sup>s</sup> P<sup>r</sup> & is now brot up to this Court as the Statute in such Case made directs  
The Deft appears by Samuel Hinchley Esq. his Att<sup>y</sup> and the Deft the two Times  
publicly called makes Default of Appearance here - Wherefore it is considered by  
the Court that P<sup>r</sup> Jacob do recover against P<sup>r</sup> Sedidiah Twenty one pounds twelve  
shillings & three pence Law<sup>d</sup> Money Damages & Cost of Suit taxed at  
£2. 15. 2 & thereof &c.  
Exon<sup>d</sup> Sep<sup>r</sup> 10. 1789 -

*Smith*  
*Merick*  
N<sup>o</sup> 152 Abner Smith of Chaster in the County of Hampshire Yeoman Upper Calib  
Barnard Merick of Wilbraham in the County of Lincolnshire otherwise cal-  
led the Bandman Deft in & Pla of Trespas on the Case for that P<sup>r</sup> Calib  
Barnard at Wilbraham aforesaid on the second Day of June in the Year of our  
Lord Seventeen hundred & eighty six by his Note of hand for Value rec<sup>d</sup> promis<sup>d</sup>  
one Isaac Brewer to pay him or his Order Nineteen pounds nine shillings &  
seven pence Law<sup>d</sup> Money to be paid the first day of April then next with  
Interest for the same - Said afterwards on the first day of January last at  
Springfield aforesaid P<sup>r</sup> Note being unpaid, the said Isaac by his Indorsement  
on P<sup>r</sup> Note ordered the same to be paid to P<sup>r</sup> Abner for Value rec<sup>d</sup> whereof P<sup>r</sup>  
Calib then & there had Notice, & became liable & chargeable to pay the same and  
singly, & in Consideration thereof then & there promised to pay the Content  
of P<sup>r</sup> Note to P<sup>r</sup> Abner - Yet P<sup>r</sup> Calib Barnard the often requested has  
never paid the same but neglects to do it to the Damage of P<sup>r</sup> Abner Thirty  
pounds - This Case was commenced before Eph<sup>r</sup> Wright Esq. Just<sup>s</sup> P<sup>r</sup> &  
is now brot up to this Court as the Statute in such Case made provides -  
The Deft appears by Samuel Hinchley Esq. his Att<sup>y</sup> and the Deft the two Times publicly  
called to come into Court makes Default of Appearance here - Wherefore it is considered  
by the Court that said Abner do recover against P<sup>r</sup> Calib Barnard twenty three  
pounds six shillings & six pence Law<sup>d</sup> Money Damages & Cost of Suit taxed at  
£2. 12. 6 & thereof &c.  
Exon<sup>d</sup> Sep<sup>r</sup> 9<sup>th</sup> 1789 -



146  
Sogswell  
Bell  
no 153

Clark  
2  
Baker  
No 154

Clark  
1855



Prague.  
Tacke's  
No 156.

Freeman  
Drake  
No 157

Harvard  
of  
Judd  
No. 158

Vanhook  
Barrow  
Apr. 157



may be continued on Monday of the Month of February and it is ordered by the Court that the Parties have Day here in Court untill the second Tuesday of February next

Charles Porter of Hadley in the County of Ham. vs. Ephraim Porter Esq. Kellogg Yeoman & Martin Kellogg Yeomen both of Amherst in the County of Hampshire. A Plea of the Case for that the said Ephraim & Martin at Hadley aforesaid on the sixteenth day of May Anno Domini seven hundred & seventy four by their Writ of Hand for Value recd. promised the said Charles to pay him or Order on Demand Twelve pounds then paid him & one penny Lawful Money with Lawful Interest, for the same till made. Yet the said Ephraim & Martin the requested have never paid the same but neglect it to the Damage of the said Charles Eleven pounds. This Case was commenced before the Hon. Judge of the Court & it is now brought up to this Court agreeable to the Statute in such Case provided. The Plaintiff appears by Geo. B. Esq. his Att. & the Deft. the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Charles do recover against the said Ephraim & Martin Nine pounds nineteen shillings & eleven pence Lawful Money Damages & Costs of which taxed at £2.5.6 & therefore  
Exon. 1789

Samuel Phelps of West Springfield in the County of Hampshire Esq. vs. John Phelps of West Springfield in the County of Hampshire Esq. Executor of the last Will & Testament of Samuel Phelps late of West Springfield decd. A Plea of the Case for that the said John Phelps on the twentieth day of June in the Year of our Lord seventeen hundred & seventy one by his Writ of Hand for Value recd. promised said Sam. Phelps then alive to pay him fifty pounds Lawful Money within one Year from the Date with Lawful Interest for the same till paid. Yet the said John the requested did not ever pay the same to the said Sam. Phelps in his Life time or to the Executor aforesaid since his Decease but neglect it to the Damage of the said Phelps as he saith Forty pounds. The Plaintiff appears by Geo. B. Esq. his Att. & the Deft. the three times publicly called to come into Court makes Default of Appearance. Wherefore it is considered by the Court that the said Samuel Phelps in his Capacity do recover against the said John Thirty four pounds fourteen shillings & two pence Lawful Money Damages & Costs of which taxed at £1.7.4 & therefore  
Exon. 1789

Solomon Boltwood of Amherst in the County of Hampshire Yeoman. vs. John Boltwood of the same Amherst Yeoman. A Plea of the Case for that the said John Boltwood on the twenty seventh day of January last at a Place called Solomon's Barnyard in Amherst aforesaid took one Bay mare Saddle & Bridle of the Plaintiff & drove them away & imprisoned them in a Place called Mary Boltwoods Barn in Amherst aforesaid in in the said horse and them unjustly detained against Plaintiff's Writ till this day to the Damage of the said Solomon Seventy pounds. The said Solomon appears by Robert Hamblton his Att. & the said John in his own Person and agree to refer this Case to the Judgment & Determination of Geo. William Lyman, Hugh McAllen Esq. & Wm. Prescott the two of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution if paid accordingly. And it is considered by the Court that the Agreement aforesaid of the said Parties be the Rule of this Court in this Case, and that they have Day here in Court untill the second Tuesday of February next



Caleb  
Matthew  
N<sup>o</sup> 163

Samuel Caliph of Cape Elizabeth in the County of Cumberland March. The said Matthew  
of Colrain in the County of Hampshire Yeoman Deft in a Plea of Ejectment where  
in the said Samuel demands against the said John Possessor of two hundred &  
fifty Acres of Land lying partly in the Town of Colrain aforesaid & partly in what  
formerly was the Town of Bernardston adjoining bounded on Boston Townships for-  
merly so called & N<sup>o</sup> two, beginning at a certain Beach Tree which stand in the East  
Line of S<sup>d</sup> Township N<sup>o</sup> two twenty one rods North of a small Run of Water cross-  
ing S<sup>d</sup> East Line emptying into Green River which Beach Tree is marked E S Thence  
running East one hundred rods thence North twelve degrees East Thence hundred  
& twelve rods, thence West one hundred & sixty rods to the East Line of S<sup>d</sup> Boston  
Township aforesaid thence North two hundred & seven rods to the aforesaid  
Beach Tree or however otherwise bounded with all the appurtenances thereto  
belonging & and whereupon the Plt<sup>ff</sup> complains & says that he was seized  
of the demanded Premises in his own Right within three twenty years last  
past in a Title of Right taking the Right thereof to the Value of twenty pounds  
& that the S<sup>d</sup> John Matthew within the Time aforesaid unlawfully  
& unjustly entered into & upon the demanded Premises & ejected the S<sup>d</sup> Samuel  
who is still seized of the Right in the demanded premises, although dispossessed of  
said Premises & ought now to be in actual Possession thereof yet S<sup>d</sup> John con-  
tinues to live the S<sup>d</sup> demanded Premises & unjustly de facto & holds him out there  
from & the Damage of said Samuel & hundred pounds The Plt<sup>ff</sup> appears by John  
Phelps Gent<sup>l</sup> his Atty & the Def<sup>t</sup> by Saml. Conner Esq<sup>r</sup> his Atty. And it is considered  
by the Court that they have Day here in Court until the second Tuesday of Feb-  
ruary next

Mumford  
Bush  
N<sup>o</sup> 164

William Mumford of West Springfield in the County of Hampshire Clothier Plt<sup>ff</sup>  
as Moses Bush of Sheffield in the County of Hartford & State of Connecticut Def<sup>t</sup>  
Deft in a Plea de as is set forth at large in the Declaration on File &  
which Case was commenced before Abraham Burbanks Esq<sup>r</sup> Just<sup>ice</sup> of the Peace & is now bro't  
up to this Court as the Statute in such Case made provides The Plt<sup>ff</sup> being  
now three Times publicly called to come into Court is Mourneth the Def<sup>t</sup> defaults  
and the Case is dismissed

Dalrymple  
Newton  
N<sup>o</sup> 165

Andrew Dalrymple of Colrain in the County of Hampshire on the one part and  
Molly Newton of the same Colrain on the other part in a Plea of Ejectment  
entered into before Judge M<sup>l</sup> Chellan Esq<sup>r</sup> Just<sup>ice</sup> of the Peace The Def<sup>t</sup> now send  
into Court their Answer as follows VIZ - We the subscribers having attended  
the Plea in do judge & award the said Andrew pay the S<sup>d</sup> Molly forty four  
Shillings Debt or Damage & a further Sum of One pound thirteen Shillings and  
eight pence both of the S<sup>d</sup> Difference David Harriman James Daniel David Cays -  
Whereupon it is considered by the Court that S<sup>d</sup> Molly do recover against said  
Andrew Two pounds & four Shillings of Law & Costs Damages Costs of S<sup>d</sup> Dalrymple  
taxed at £ 2. 16. 2. 2 the 10<sup>th</sup> of Dec<sup>r</sup> Given at Sep<sup>r</sup> 7. 1789

Gilbert  
Abbott  
N<sup>o</sup> 166

Hannah Gilbert of Brookfield in the County of Worcester Widow Plt<sup>ff</sup> Aaron  
Abbott of Greenwich in the County of Hampshire Yeoman Deft in a Plea of Debt  
whereupon S<sup>d</sup> Hannah complains for this to wit that whereas S<sup>d</sup> Hannah by the Comis-  
sion of the Justices of the Court of Common Pleas Golden at Springfield within the S<sup>d</sup>  
County of Hampshire on the second Tuesday of November in the Year of our Lord  
seven hundred & eighty five recovered against S<sup>d</sup> Aaron the Sum of five pounds  
thirteen Shillings & eight pence Law & Money Damage & one pound seven pence Shillings  
Costs of Suit whereof S<sup>d</sup> Aaron is convicted as by the Record thereof in the Office  
of the Clerk of said Court remaining & manifest & more fully & at large  
appears which Judgment yet remains in full Force & in no part satisfied nor  
paid or satisfied & and although the Plt<sup>ff</sup> purchased several Writs of Execution on the  
same Judgment yet the Sums so as aforesaid recovered were never levied thereby and  
the same have been long since returned in no part satisfied Whereby an Action  
hath accrued to the said Hannah to have & demand of said Aaron the aforesaid  
Sum of five pounds thirteen Shillings & eight pence & one pound seven pence Shil-  
lings together with four Shillings paid for the said Writs of Execution amounting in



The whole to the sum of seven pounds fourteen shillings & eight pence with the interest thereof & the Sheriff said Aaron the defendant has never received or paid the same but having so to do to the Decease of S<sup>r</sup> Thomas Twelve pounds - The Def<sup>t</sup> appears by Dwight Foster Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three times publicly called to come into Court makes Default of appearance here wherefore it is considered by the Court that said Thomas do recover against said Aaron Nine pounds nine shillings and four pence lawful Money Debt & Costs of Suit taxed at £ 1. 15. 0 at the office

Exoner Sep. 3<sup>rd</sup> 1789

Oliver Clark of Middletown in the County of Middlesex & State of Connecticut Plaintiff vs Timothy Hatch of Stamford in the County of Hampshire Trade Debt  
in a Plea of the said Oliver for that S<sup>r</sup> Timothy at Stamford appeared on the fifth day of March Anno Domini 1788 by his Note for value received promised the Def<sup>t</sup> to pay him Nine pounds seven shillings lawful Money on Demand with Interest yet said Timothy the requested hath not paid the same but wright it to the Damage of S<sup>r</sup> Oliver fourteen pounds - This case was commenced before Ebenezer Hunt Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brought up to the Court as the Statute in such case makes direct - The Def<sup>t</sup> appears by Samuel Shively Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three times publicly called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Oliver do recover against said Timothy Ten pounds six shillings lawful Money Damages & Costs of Suit taxed at £ 1. 10. 0 at the office

Exoner Sep. 16<sup>th</sup> 1789

Joseph Lathrop of West Springfield in the County of Hampshire Clerk Lathrop & Elizabeth Dwight of Springfield in the same County Gentlemen vs Josiah Lyman of Belchertown in the County of Hampshire Pursued by Lyman  
otherw<sup>ise</sup> called Esq<sup>r</sup> Def<sup>t</sup> in a Plea of the said Josiah at said Springfield on the twentieth day of January in the Year of our Lord Seventeen hundred & eighty two by his Note in Writing for Value received promised the Def<sup>t</sup> & Charles Pynchon then alive but since deceased to pay them or their Order Fifty three pounds five shillings & nine pence in Spanish or United Dollars at the Rate of six shillings each on Silver at the Rate of six shillings & eight pence by the ounce on Demand with lawful Interest for the said bill paid yet the requested the Def<sup>t</sup> hath not paid but wright it to the Damage of S<sup>r</sup> Joseph & Elizabeth Eighty pounds - The Def<sup>t</sup> appears by Esq<sup>r</sup> Def<sup>t</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three times publicly called to come into Court makes Default of appearance here - wherefore it is considered by the Court that S<sup>r</sup> Joseph & Elizabeth do recover against said Josiah Sixty two pounds seventeen shillings & eight pence of lawful Money Damages & Costs of Suit taxed at £ 1. 4. 0 at the office

Exoner Sep. 7<sup>th</sup> 1789

To the Sheriff of the County of Hampshire or his Deputy greeting  
Whereas Josiah Barnum late of Northampton in the County of Hampshire Husbandman on the twenty first day of August Anno Domini Seventeen hundred & eighty eight before Esq<sup>r</sup> Def<sup>t</sup> one of the Justices of the Peace for the County of Hampshire acknowledged by Non Appearance that he was indebted to John Flood Esq<sup>r</sup> of Northampton a said Josiah in the sum of Nine pounds five shillings & two pence lawful Money which he ought to have paid on the fourth day of October in the Year of our Lord Seventeen hundred & eighty eight & judgment was thereupon given for the Damages together with five shillings & eleven pence Costs of Suit whereof S<sup>r</sup> Josiah is convicted as appears to us of Record & Execution for the Damages & Costs aforesaid in due form as by Law prescribed was granted thence to the S<sup>r</sup> John bearing Date the sixteenth day of October in the Year of our Lord Seventeen hundred & eighty eight directed to and returnable by or his Deputy & returnable unto the Sheriff within ninety days from the Date thereof which said Writ was then & thereupon on the same sixteenth day of October committed to Simon Parsons then & ever since a Deputy Sheriff under Elisha Porter Esq<sup>r</sup> Sheriff of the County of Hampshire to be executed

Record  
Law  
No 169



and returned according to law, and after wards on the twentieth day of January last past the said Simon made Return of the same Writ unto the above said Justice with his Indorsement thereon in the Words following to wit "Hampshire Jan<sup>y</sup> 16. 1789 for the Want of Goods Chattels Real Estate or the Body of the within named Josiah Tarnum Jun<sup>r</sup> to be found in my premises between the Executors who by undisturbed Simon Parson D<sup>ch</sup> as by the Writ of Exce<sup>n</sup> now on file before the above said Justice appears of Record, and the said John avers that the said Josiah hath avoided & that the same Judgment yet remains in full force not satisfied nor void or annulled - And whereas before when the said Josiah was taken by the original Writ on which said Judgment was given to work on the fifth day of August last Noah Jones of Southampton in the County of Kent by his Bond to our said Sheriff under his hand & seal duly executed then & there became & was bail & surety not only for the said Josiah's Appearance at the Court to which the said Writ was returnable & answering to the said John in his Plea therein declared but also for the said Josiah's abiding the said Judgment thereon & not avoiding as by the said Bail bond bearing Date the sixth day of August last in Court to be produced appears - Nevertheless the said Josiah did not appear at the Court nor did he answer to the Plea of the said John nor any way abide or perform the said Judgment aforesaid but hath avoided and a Return of Non est in ventis hath been duly made on the Exce<sup>n</sup> aforesaid &c &c - The Plea appears by Charles Strong Esq<sup>r</sup> his Att<sup>y</sup> and the said Noah now comes into Court & brings in the said Josiah Tarnum Jun<sup>r</sup> and prays to be discharged on the payment of Costs And thereupon it is considered by the Court that the said Josiah be taken in Custody of the Sheriff and that the said Noah be discharged on payment of the Costs of this Sub<sup>st</sup>, which he accordingly paid in Court

Sloddard  
21  
Weeks  
No 170  
Solomon Sloddard of Northampton in the County of Hampshire since Esq<sup>r</sup> & Philip W. Thomas Weeks of Gosken in the same County Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the Case for that the said Thomas at Northampton aforesaid on the eighth day of September in the Year of our Lord one thousand seven hundred & seventy three by his Note for Value rec<sup>d</sup> procured the Plea to pay unto Twelve pounds sixteen shillings & ten pence lawful Money on Demand with Interest till paid yet the said Thomas the often requested has never paid the same but neglects it to the Damage of the said Solomon Thirty pounds - The Plea appears by Charles Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Solomon do recover against said Thomas Twenty five pounds two shillings & ten pence of Lawful Money Damages & Costs of which taxed at 5 s. 6 d. the other

Idem v.  
Weeks &c  
No 171  
Solomon Sloddard of Northampton in the County of Hampshire Esq<sup>r</sup> Plea<sup>r</sup> vs Thomas Weeks of Gosken in the same County Gent<sup>l</sup> & Joseph Smith Bates Esq<sup>s</sup> His<sup>l</sup> second of Greenwich in the same County Gent<sup>l</sup> Def<sup>t</sup> in a Plea that they under to him the said Solomon One thousand pounds lawful Money which to him they owe and from him unjustly detain for that the said Thomas & Joseph at Northampton aforesaid on the first day of September in the Year of our Lord seven hundred & seventy three by their certain Writing obligatory sealed with the seals of the said Thomas & Joseph in Court to be produced acknowledged themselves to be holden & stand firmly bound and obliged unto the said Solomon their Sheriff of the said County of Hampshire in the aforesaid sum of one thousand pounds lawful Money of the then Province of Massachusetts Bay to be paid to the said Solomon his Executors Administrators or Assigns to the which Payment well & truly to be made the said Thomas & Joseph by the same Writing obligatory did bind themselves their Heirs and Assigns jointly & severally for the whole sum aforesaid yet the said Thomas & Joseph the often requested have never paid the same but neglects it to the Damage of said Solomon One thousand pounds - The Plea appears by Charles



...and the Deft in the said Exchequer ... and the agree that Judgment be  
rendered in favour of the Plff for the sum of twenty three pounds eleven shillings &  
four pence - And it is considered by the Court that the said Solomon do recover  
against the said Thomas & Joseph Twenty three pounds eleven shillings & four pence  
of lawful money & Costs of which taxed at 2s 6d & 4d

Solomon Hodsdon of Northampton in the County of Hampshire Esq<sup>r</sup> Plff<sup>r</sup> & Loddaid &  
William Scott of Palmer in the same County Gent<sup>l</sup> Deft in a Plea that he Scott  
render to him the said Solomon two thousand pounds lawful Money which N<sup>o</sup> 172  
to him he owes & from him unjustly detains for this to wit. for that said  
William at Northampton aforesaid on the twentieth day of November in the  
Year of our Lord seventeen hundred & seventy one by his certain Writing oblig  
atory sealed with the seal of the said William & in Court to be produced  
acknowledged himself to be holder & stand firmly bound & obliged unto  
the said Solomon then Sheriff of the County of Hampshire in the aforesaid  
sum of two thousand pounds to be paid to the said Solomon his Executors  
Administrators or assigns to the which payment well & truly to be made  
said William did bind himself his heirs Executors & Administrators  
Yet said William the often requested has never paid the same but re  
glets it to the Damage of said Solomon two thousand pounds  
The Plff appears by Caleb Strong Esq<sup>r</sup> his Att<sup>r</sup> and the Deft by George  
Bly Gent<sup>l</sup> his Att<sup>r</sup> And it is considered by the Court that the said  
Parties have Day here in Court untill the second Tuesday of Feb<sup>r</sup> next

Mary Hawley Widow & Joseph Clarke Gent<sup>l</sup> both of Northampton in the County of Hampshire  
Plffs & Executors of the last Will & Testament of Joseph Hawley  
late of said Northampton Esq<sup>r</sup> deceased, Plffs vs. Moses Cook Husband and Cook of  
said Northampton Esq<sup>r</sup> & Deft<sup>r</sup> Plur. both of Hampshire in the County of Ham. N<sup>o</sup> 173  
plea Deft in a Plea of Trespass on the Case for that the s<sup>d</sup> Moses Cook  
Hawley late of Northampton on the twenty eighth day of August in the  
Year of our Lord seventeen hundred & eighty three by their wrote for Value  
received jointly & severally promised the s<sup>d</sup> Joseph Testator who was then  
in full Deft to pay him the sum of Thirty six pounds eight shillings  
& seven pence lawful money of Massachusetts on or before the fifteenth  
day of May then next with the lawful interest yet the said Deft has requested  
have never paid the same to the s<sup>d</sup> Testator in his Life time nor to the said  
Executors since his Decease, but wleth it to the Damage of the said  
Mary & Joseph Clarke Forty five pounds - The Plffs appear by Caleb  
Strong Esq<sup>r</sup> their Att<sup>r</sup> and the Deft the time & times publicly called to come  
into Court make Default of appearance due & where for it is consid  
ered by the Court that s<sup>d</sup> Mary & Joseph do recover against the s<sup>d</sup> Moses  
& his s<sup>d</sup> Forty five pounds & seven pence of lawful money  
Damages & Costs of which taxed at 2s 6d & 4d for Exors of the s<sup>d</sup> 1789

Thomas Gold of Pittsfield in the County of Berkshire Gent<sup>l</sup> Plff<sup>r</sup> & Gold  
Book of Greenfield in the County of Hampshire Plff<sup>r</sup> & Deft in a Plea of  
Trespass on the Case for that s<sup>d</sup> Gold & Deft in the County of Hampshire  
on the Day of the Purchase or Interest in Consideration that the s<sup>d</sup> Thomas sh  
the special Instance & Request of the s<sup>d</sup> Gold had then before that time done  
& performed divers Service in the Business of an Att<sup>r</sup> appeared on himself  
& to the said Thomas partly fully promised to pay him so much Money for  
the same Service as he reasonably deserved to have & s<sup>d</sup> Thomas avers that for  
the same Service he reasonably deserved to have Fifty shillings & yet s<sup>d</sup> Gold  
the often requested has never paid the same but wleth it to the Damage  
of said Thomas Sixty shillings - This case was commenced before David  
Lupton Esq<sup>r</sup> Just Pac<sup>l</sup> and from whose Judgment the s<sup>d</sup> Thomas appealed  
to this Court - The said Appellant now appears by Samuel Stinchley Esq<sup>r</sup> his



Att. and the said Obd. the Appeller the three times publicly called to come into Court makes Default of Appearance here — Whereupon it is considered by the Court that P. Thomas do recover against s<sup>d</sup> Obd. Two pounds & ten shillings of Law & Money Damages & Costs of Suit taxed at L 4<sup>..</sup> 6<sup>..</sup> 7 & the of L —  
Given at Sep<sup>r</sup> 9. 1789 —

Edw. Granger  
Adm<sup>r</sup> Pet<sup>r</sup> for  
Sale &c  
N<sup>o</sup> 175  
Humbly shews George Granger Adm<sup>r</sup> on the Estate of Edw. Granger late of West  
field in the County of Hampshire deceased that the Estate of s<sup>d</sup> Deceased is  
Insolvent & insufficient to discharge the Debt due therefrom — The whole Estate  
both real & personal as inventoried amounts to the sum of One hundred and  
three pounds ten shillings & three pence only of which sum Sixty pence is  
Real Estate & Forty three pounds ten shillings & three pence is personal out of  
which sum must be subtracted the Widow's Allowance & the Charges of  
settling said Estate — That the Debt due from s<sup>d</sup> Estate as allowed by the  
Commissioners amounts to the sum of Eighty one pounds four shillings  
& six pence — He therefore prays he may have Liberty to make Sale of the  
whole of the Real Estate of s<sup>d</sup> Deceased as the Law directs subject to the Wi  
dow's Improvement of her Right of Dower therein during the Term of  
her natural Life — Whereupon it is considered by the Court that the  
said Administrator be & he is hereby empowered to make Sale of the whole  
of the Real Estate of s<sup>d</sup> Deceased, subject however to the Widow's Improvement of her  
Right of Dower therein during the Term of her natural Life; said George  
Granger observing the Directions of the Law touching such Sales —

Mo. Leonard  
Adm<sup>r</sup> Pet<sup>r</sup> for  
Sale &c  
N<sup>o</sup> 176  
Humbly shews Moses Leonard Administrator on the Estate of Mo<sup>s</sup> Leonard  
deceased late of West Springfield in the County of Hampshire deceased  
that the whole of the Real Estate of said Deceased as inventoried amounts  
to the sum of Fifty six pounds fourteen shillings and that the Debt due  
from said Estate exceed the personal Estate the sum of Thirty six pounds  
eight shillings & ten pence exclusive of the Costs of Administration, he  
therefore he may have leave to sell all the Real Estate of s<sup>d</sup> Deceased for the  
purpose of paying the Debt of s<sup>d</sup> Deceased & Charges of settling s<sup>d</sup> Estate except  
the Widow's Right of Dower therein — Whereon it is considered by  
the Court that the Administrator aforesaid be & he hereby is empow  
ered to make Sale of the whole of the Real Estate aforesaid for the  
purpose mentioned & in his s<sup>d</sup> Petition, the Widow's Right of Dower  
therein only excepted, the s<sup>d</sup> Administrator likewise observing the  
Directions of the Law touching such Sales —

St. S. Heats  
Adm<sup>r</sup> Pet<sup>r</sup> for  
Sale &c  
N<sup>o</sup> 177  
Humbly shews Job Fowler & Mary Heats Administrators on the Estate of  
Simon Heats of West Springfield in the County of Hampshire deceased that  
on the first Tuesday of March last 1787 they obtained Liberty to  
make Sale of the Real Estate of s<sup>d</sup> Deceased to the amount of Sixty six pounds  
for the purpose of paying the Debt which were then exhibited against said  
Estate, since when other Debts have been returned to the amount of Twenty  
seven pounds fifteen shillings six pence one farthing & there being no personal  
Estate of s<sup>d</sup> Deceased in the hands of s<sup>d</sup> Administrators whereby the same can  
be discharged they therefore pray they may be licensed to make Sale of so much  
of the Real Estate of s<sup>d</sup> Deceased as shall produce the above said sum & Costs  
of Sale — Whereupon it is considered by the Court that the said Administrators  
be & they hereby are empowered to make Sale of so much of the Real Estate of s<sup>d</sup>  
Deceased as shall produce the sum of Thirty two pounds for the purpose of paying  
the Debt aforesaid & Charges attending the same — They observing the Directions of  
of the Law relating to such Sales —



Assembly shews Ruben Graves Executor of the last Will of Dea<sup>r</sup> Nathan Graves  
late of Whately in the County of Hampshire deceased That the Debts amount to  
Twenty seven pounds seven shillings & six pence more than the  
personal Estate of said Deceased, and prays he may be licensed to make  
Sale of so much of the Real Estate of said Deceased as shall enable him to  
pay the aforesaid Sum & Charges of Sale — Whereupon it is consid-  
ered by the Court that said Ruben in his said Capacity be & he hereby is  
impowered to make Sale of so much of the Real Estate of said Deceased  
as shall produce the Sum of Thirty one pounds for the purposes aforesaid  
said he observing the Directions of the Law relating to such Sales

150

Graves Ex<sup>r</sup>  
Pet<sup>r</sup> for Sale  
No 178

Assembly shew Elisha Booth & Henry Wells Administrators on the  
Estate of Sarah Ince late of Montague in the County of Hampshire  
deceased that the whole of the Real Estate of said Deceased as inventoried  
amounts to Seventy nine pounds & ten shillings & the personal Estate to  
Twenty four pounds seven shillings & seven pence & the Widow's Al-  
lowance & Administrators Account being deducted there remains  
Nine pounds two shillings & five pence & the Debts due from said Estate  
amount to Thirty pounds five shillings & eight pence half penny  
which exceed the personal Estate of said Deceased Twenty one pounds three  
shillings & three pence half penny; he therefore prays he may have  
liberty to make Sale as the Law directs of so much of the Real Estate of  
said Deceased as shall produce the aforesaid Sum with incidental Charges  
Whereupon it is considered by the Court that the Administrators aforesaid  
be and they hereby are empowered to make Sale of so much of  
the Real Estate of said Deceased as shall produce the Sum of Twenty  
five pounds they observing the Directions of the Law relating to such  
Sales

Ince Adm<sup>r</sup>  
Pet<sup>r</sup> for Sale  
No 179

James Hunt of Williamsburg in the County of Hampshire Yeoman  
Plff<sup>r</sup> vs David Howbridge of Deerfield in the same County Yeoman Def<sup>t</sup>  
in a Plea de The said Parties having entered into a Rule before Caleb  
Strong Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> to submit all Matters of Controversy to Ben<sup>t</sup> Mallon  
Just<sup>r</sup> Esq<sup>r</sup> & Others — The said Referees now bring into Court their Award  
as follows — We the Subscribers being appointed to hear &c. attended on  
Feb<sup>y</sup> 17<sup>th</sup> 1789 And said James not appearing the Case was continued  
& adjourned to Col<sup>d</sup> Leonard's in Sunderland to be heard on the 25<sup>th</sup> day  
of the same February & the Parties notified to attend accordingly, however the  
said James did not appear when it was judged by the Referees that  
there was no sufficient Reason to prevent their proceeding ex parte — We  
therefore after hearing the Proofs & Allegations of the said David on his part  
award & order, that the said James Hunt pay the said David Howbridge  
the Sum of Five shillings & four pence for his Costs of attending Court  
before the Justice, and the further Sum of Three pounds four shillings and  
four pence for the Costs of Referees — E. Mattoon J<sup>r</sup> Josiah Allen John  
Montague — Which said Award is accepted and it is thereupon it is  
considered by the Court that the said David do recover against the said James  
his Costs in depending the Suit of the said David taxed at Four pounds  
five shillings & two pence & thereof &c. Execut<sup>d</sup> Sep<sup>r</sup> 15<sup>th</sup> 1789

Hunt vs  
Howbridge  
No 180

Elijah Waich of Ashfield in the County of Hampshire Yeoman Plff<sup>r</sup> vs Joseph Waich  
Porter of the same Ashfield Yeoman Def<sup>t</sup> — The said Parties having entered into  
a Rule before Ephraim Wright Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> to submit to the Demands of said Elijah  
against the said Joseph to Referees — The Referees now send into Court their Award

Waich vs  
No 181



as follows Viz<sup>t</sup> We the Subscribers being appointed by Ephraim Wright Esq<sup>r</sup> &  
by Agreement of the Parties, having attended said Summ<sup>s</sup> having the Parties and  
the Ordurers produced & after maturely considering the Case do advise & determine  
as follows Viz<sup>t</sup> that the said Joseph Porter pay to said Elijah Wait three shillings &  
six pence as mention'd in the Writ and Costs before the Justice £1.6.5 and the  
Costs of the Expense £3.3.4 - Samuel Allen Elisha Brownson - Eph<sup>m</sup> Williams  
whereupon it is considered by the Court that said Elijah do recover against s<sup>d</sup> Joseph  
Three shillings & six pence of Lawful Money Damages & Costs of Court taxed at £5.8.7  
& thereof £ -  
Exon<sup>y</sup> Sep<sup>r</sup> 4<sup>th</sup> 1789 -

Towbridge  
Maxwell  
No 182

Daniel Towbridge of Buckland in the County of Hampshire Yeoman Plff<sup>r</sup> vs.  
Hugh Maxwell of Heath in the same County Esq<sup>r</sup> Def<sup>t</sup> in a Plea of Trespass whereon  
said Daniel complains that the said Hugh at said Heath on the ninth day of Feb<sup>r</sup>  
many last past being a Justice of the Peace for the County aforesaid, under the false  
colour & Pretext of a Conviction & sentence against the s<sup>d</sup> Daniel for Theft did with  
Force & Arms an Assault make on the Body of the s<sup>d</sup> Daniel / he being then &  
then in the Peace of God & the Commonwealth) and being the said Daniel then  
& then did falsely unjustly and without any lawful Cause imprison & deprive  
of his lawful Liberty for the space of four Months so that the said Daniel was forced  
to expend the Sum of ten pounds in order to regain his Liberty & many other  
Outrages against the s<sup>d</sup> Daniel then & then did commit contrary to Law & against  
the Peace of the Commonwealth to the Damage of s<sup>d</sup> Daniel Five hundred pounds  
This Case was commenced before Charles Porter Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>is</sup> and is now brought to  
this Court agreeable to the Statute in such Case provided - The Plff appears by his  
coun Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by his Att<sup>y</sup> comes & moves that this Case  
may be continued to the next Term that he may have Opportunity, shew specially  
And it is considered by the Court that the s<sup>d</sup> Parties have Day here in Court untill  
the second Tuesday of February next

Parks Esq<sup>r</sup>  
Morse  
No 183

Warham Parks of Wiltshire in the County of Hampshire Esq<sup>r</sup> Plff<sup>r</sup> vs Samuel  
Morse of Wootton Bassett in the same County Yeoman Def<sup>t</sup> in a Plea of Trespass  
on the Case for that s<sup>d</sup> Samuel at Wootton in the County aforesaid on the first  
day of November in the Year of our Lord seventeen hundred & eighty one by his  
Note in Writing under his hand of that Date for Value recd promised the Plff  
to pay him or Order the Sum of twenty four pounds thirteen shillings and  
four pence lawful Silver Money within one year from the Date thereof with the  
interest on the same - Yet said Samuel the often requested hath never paid the  
Contents of s<sup>d</sup> Note but unjustly & unlawfully it to the Damage of s<sup>d</sup> Warham Forty  
pounds - The Plff appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by  
Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> and it is considered by the Court that they  
have Day here in Court untill the second Tuesday of February next

Morton  
Mary  
No 184

Elijah Morton of Hatfield in the County of Hampshire Yeoman Plff<sup>r</sup> vs Elisha  
Mary of Whately in the County aforesaid Gent<sup>l</sup> Def<sup>t</sup> in a Plea of Trespass on the  
Case for that the s<sup>d</sup> Elisha at Hatfield aforesaid on the twenty eighth day of Aug<sup>st</sup>  
in the Year of our Lord seventeen hundred & eighty three by his Note for Value  
recd promised the Plff to pay him Twenty two pounds Silver Money with the  
Interest untill paid - Yet s<sup>d</sup> Elisha the often requested hath never paid the  
same but unjustly & to the Damage of s<sup>d</sup> Elijah thirty five pounds - This Case  
was commenced before Ephraim Wright Esq<sup>r</sup> Just<sup>ice</sup> Pac<sup>is</sup> & is now brought up to this Court  
agreeable to the Statute in such Case provided - The Plff appears by Caleb Strong  
Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times, publicly called to come into Court makes  
Default of Appearance here - Whereupon it is considered by the Court that the said  
Elijah do recover against the s<sup>d</sup> Elisha Twenty nine pounds eighteen shillings &  
six pence & Costs of such taxed at £1.11.11 & thereof £ -  
Exon<sup>y</sup> Sep<sup>r</sup> 3<sup>rd</sup> 1789 -



Solomon Allen of Northampton in the County of Hampshire Gent.<sup>l</sup> v. Moses Chapman of Easthampton in the same County Blacksmith Deft in a Plea of Trespass on the Case for that s<sup>d</sup> Moses at Northampton appeared on the twentieth day of June in the Year of our Lord Seventeen hundred & eighty seven was indebted to the Plff in the Sum of Eight pounds four shillings lawful money for the like Sum of Money by s<sup>d</sup> Solomon at the special Instance & Request of s<sup>d</sup> Moses paid said out & expended & being so indebted the s<sup>d</sup> Moses afterwards to wit the same day & Year aforesaid at Northampton in Consideration thereof appeared on himself & to the Plff than & there faithfully promised that he would pay s<sup>d</sup> Sum of Eight pounds & four shillings to the Plff when he should be thereto afterwards requested - Yet s<sup>d</sup> Moses the s<sup>d</sup> Sum requested has never paid the same but neglects it to the Damage of s<sup>d</sup> Solomon twelve pounds  
The Plff appears by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by Samuel Thibbly Esq<sup>r</sup> his Att<sup>y</sup> and it is considered by the Court that the s<sup>d</sup> Parties have Day here in Court until the second Tuesday of February next -

Allen  
or  
Chapman  
N<sup>o</sup> 185

Isaac Bacon of Ashfield in the County of Hampshire Yeoman Plff v. Isaac Standish of the same Ashfield Yeoman Deft in a Plea of Trespass having entered into a Rule of Reference to the John Williams Esq<sup>r</sup> Just<sup>l</sup> of the Court to submit the Demand of s<sup>d</sup> Isaac against s<sup>d</sup> Isaac to Reference - Who now being into Court thereunto as follows -

Bacon  
Standish  
N<sup>o</sup> 186

We the Subscribers having met at the House of David Hobbs Junr holder in Deerfield on the 26<sup>th</sup> day of August in the Year of our Lord 1789 - after hearing the Proofs & Allegations of the Parties respectively & do award order & determine that s<sup>d</sup> Isaac pay to s<sup>d</sup> Isaac Eight pounds lawful money Damage & three pounds seven shillings & eight pence for the Cost of the Reference In Witness whereof We do hereunto set our hands - John Williams Jonathan Adams Consider Adams

Whereupon it is considered by the Court that s<sup>d</sup> Isaac do recover against s<sup>d</sup> Isaac Eight pounds of lawful Money Damages & Cost of Cause & Reference taxed at L - & thereupon

William Clark of Sharon in the County of Litchfield & State of Connecticut Yeoman Plff v. Joshua Rugg of Greenfield in the County of Hamden Justice Surgeon Deft in a Plea of Ejectment wherein said William demands against s<sup>d</sup> Joshua an Ejectment containing fifty Acres with the Appurtenances situate in Greenfield aforesaid bounded as follows viz beginning at the East End of s<sup>d</sup> Joshua's South Line which begins at the County Road leading thro Greenfield by the Meeting House to Bernardston then running Westerly on s<sup>d</sup> Line which is the dividing between his the said Joshua's Land and James Pickett's Farm, one hundred & seventy rods then turning & running northerly twenty five rods, then turning & running Easterly to the said County Road in such a Direction that when said Line strikes said Road the Tract within the above Description shall contain fifty Acres as aforesaid - And whereas the s<sup>d</sup> William says that the said Joshua in a Title of Sale on the nineteenth day of February in the Year of our Lord Seventeen hundred & eighty four being seized of the demanded Premises in his Demise as of free by his Dad of Mortgage of that Date duly acknowledged & registered in Court to be produced / conveyed the same to the said William to have & to hold to him his Heirs & Assigns for ever - with Condition nevertheless to be void if the s<sup>d</sup> Joshua his Heirs Executors & Administrators should well & truly pay unto the s<sup>d</sup> William his Executors Administrators & Assigns One hundred & eighty pounds and the lawful Interest thereof by the first day of February which would

Clark  
Rugg  
N<sup>o</sup> 187



be in the Year of our Lord sixteen hundred eighty seven - said William in Fact says said Joshua never paid the same - Wherefore he said William ought to be in Possession of the demanded Premises. John said Joshua hath since entered and unjustly kept him out to the Damage of said William Two hundred pounds - The Parties appear and agree that this Case be continued to the next Term and it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Mum Court

Johnson  
A. 1788

Stamby shew Calvin Munn that at a Court holden before William Scott Esq one of the Justices of the Peace in & for said County of Hampshire on Friday the tenth day of April A. 1789 he recovered Judgment against William Johnson of Wilbraham in said County Godwain for the sum of Two pounds nine shillings & five pence Debt or Damage & Costs of Suit from which Judgment said William appealed to this Court & entered into Recognizance with sufficient Sureties to prosecute & Appeal to Effect but hath failed to do so he therefore prays Affirmation of said Judgment with additional Damages & Costs - Whereupon it is considered by the Court that said Calvin do recover against said William Two pounds ten shillings & eight pence of Law & Money Damages & Costs of Suit taxed at £ 2<sup>l</sup> 2<sup>s</sup> 1<sup>d</sup> & the of &c

Exec. of Sep. 10. 1789 -

Superioral  
Court

Taylor  
A. 1789

Stamby shew Joseph Pule for Ruben Taylor & Aba Hale Yeoman all of Glouc-  
terbury in the County of Stafford & State of Cornwall that at a Court held before William Eyre Esq one of the Justices of the Peace for said County of Hampshire on the 17<sup>th</sup> day of March last they recovered Judgment against William Taylor of South Hadley in said County Yeoman for the sum of two pounds six shillings & five pence & sixteen shillings & eight pence for his Costs of Suit from which Judgment said William appealed to this Court & recognized with sufficient Sureties to prosecute the same which he has failed to do he therefore prays Affirmation of said Judgment with additional Damages & Costs - Whereupon it is considered by the Court that the said Joseph Ruben & Aba do recover against the said William Two pounds sixteen shillings & eight pence of Law & Money Damages & Costs of Suit taxed at £ 2<sup>l</sup> 11<sup>s</sup> & the of &c

Exec. of Sep. 4. 1789

Narromore

Parsons  
A. 1790

Alphus Narromore of Goshen in the County of Hampshire Yeoman Plaintiff vs Simon Parsons of Northampton in the same County Yeoman & Deputy Sheriff under Ebenezer Porter Esq Sheriff of the same County Defendant in a Plea of Replevin for that the said Simon on the twenty seventh day of May last abate Law called Deborah Narromore's Farm in Goshen & thereon took five cows one Bull one pair the year old Steers four two years old Steers five two years old Steers seven yearling Calves one old mare one heifer bare mare one black horse colts twenty two sheep & six Lambs twenty one & three of sheep Wool eight Swine one Horse collar of the Plaintiff & drove them away & impounded them in divers Places in Goshen aforesaid and in the said pounds then unjustly detained against the Plaintiff & the Defendant until the Day to the Damage of said Alphus one hundred pounds - The Plaintiff appears in his own Person and the Defendant by William Lyon his Att<sup>y</sup> and they agree to refer this Case to the Determination of Ebenezer Stubb Esq M<sup>rs</sup> P<sup>er</sup>empt<sup>y</sup> Sheldon and Josiah Dickinson who are to hear the Parties and the Award of them or any two of them is to be final to be returned into this Court as soon as may be Judgment to be made up & Execution issued accordingly - Whereupon it is considered by the Court that the Agreement aforesaid of the said Parties be a Rule of this Court in this Case - and that the Parties have Day here in Court until the second Tuesday of February next



Humbly shew Isaac Pepper of Ware in the County of Hampshire that at a Court holden before William Scott Junr Esq: one of the Justices of the Peace for the County of Hampshire at his Dwelling House in Palmer on the 3<sup>d</sup> day of June 1789 he recovered Judgment against Andrew During of Greenwich in said County for three pounds nine shillings and one penny Damages & Costs of Suit from which Judgment s<sup>d</sup> Andrew appealed to this Court & recognized to prosecute the same but failed so to do, he therefore prays Affirmation of s<sup>d</sup> Judgment with additional Damages & Costs & Wherefore it is considered by the Court that said Isaac do recover against s<sup>d</sup> Andrew Three pounds ten shillings of lawful Money Damages & Costs of Suit taxed at £ 2. 3. 7 & thereof  
 Execut<sup>d</sup> Sep. 5. 1789

Pepper Court  
 During  
 No 191

Humbly shew Edward Curtis Husbandman & Ruth Curtis Widow to the of Monson in the County of Hampshire that at a Court holden before William Scott Junr Esq: one of the Justices of the Peace for the County of Hampshire on Monday the ninth day of March last they recovered Judgment against Charles Eddy of Wallington in the County of Hampshire Husbandman for Two pounds five shillings & four pence Damages & Costs of Suit from which Judgment said Charles appealed to this Court & recognized to prosecute the same, he therefore prays Affirmation of s<sup>d</sup> Judgment with additional Damages & Costs & Whereupon it is considered by the Court that said Edward & Ruth do recover against s<sup>d</sup> Charles Two pounds five shillings & four pence of lawful Money Damages & Costs of Suit taxed at £ 2. 3. 9 & thereof &  
 Execut<sup>d</sup> Sep. 5. 1789

Curtis & Curtis  
 Eddy  
 No 192

Humbly shew Joseph of Ware in the County of Hampshire Esq: & Benjamin Thompson of the same Ware Esq: in a Rule of Experience enter'd into before Judge Clarke Esq: Just: Pac: The Referee now send into Court this Award as follows We the Subscribers do do award & determine that s<sup>d</sup> Thierolty recover against s<sup>d</sup> Benjamin sixteen shillings Damages and Costs taxed at four pounds eleven shillings & four pence & Costs of Court to be taxed by the Court in full of this Action Joel Green Nathan Parsons & Referees Whereupon it is considered by the Court that s<sup>d</sup> Thierolty do recover against said Benjamin sixteen shillings of lawful Money Damages & Costs of Suit taxed at Five pounds six shillings & four pence & thereof Esq: Sep. 5. 1789

Thompson  
 Thierolty  
 No 193

Humbly shew Gains Vanhorn that he before Esqr: Matthew Esq: one of the Justices of the Peace for said County on the third day of August Instantly recovered Judgment against Eldad Parsons for the sum of fourteen shillings & two pence for his Costs in depending the Suit of s<sup>d</sup> Eldad from which s<sup>d</sup> Eldad appealed & recognized to prosecute his Appeal with Efforts failed so to do, therefore he prays Affirmation of s<sup>d</sup> Judgment with additional Damages & Costs & Whereupon it is considered by the Court that s<sup>d</sup> Gains do recover against s<sup>d</sup> Eldad his Costs in depending the Suit of s<sup>d</sup> Eldad taxed at Two pounds fifteen shillings & eleven pence & thereof  
 Execut<sup>d</sup> Sep. 7. 1789

Vanhorn  
 Parsons  
 No 194

Humbly shew Stephen Damar that at a Court holden before Wm Scott Esq: one of the Justices of the Peace in & for s<sup>d</sup> County on the twenty fourth day of March 1789 he recovered Judgment against Nell Well of Ware in the County of Hampshire Husbandman for three pounds one shilling & nine pence Debt & Damages & Costs of Suit from which Judgment s<sup>d</sup> Well appealed to this Court & recognized to prosecute the same with Efforts but has failed so to do, & therefore prays Affirmation of s<sup>d</sup> Judgment with additional Damages & Costs & Whereupon it is considered by the Court that said Stephen do recover against said Well Three pounds three shillings & seven pence of lawful Money Damages & Costs of Suit taxed at £ 2. 12. 3 & thereof

Damar  
 Well  
 No 195



Pollard  
Compt<sup>r</sup>  
Thompson  
No 196

Humbley shew Walter Pollard that at a Court holden before William Scott Esq<sup>r</sup> one of the Justices of the Peace in & for the County of Hampshire on Tuesday the twenty fourth day of March 1789 he received Judgment against John Thompson of Palmer in the County of Hampshire imholder for the sum of Two pounds nine shillings & six pence Debt or Damage & Cost of Suit - from which Judgment Mr<sup>s</sup> John appealed to this Court & requested to prosecute the same with Effect but has failed so to do - he therefore prays Affirmation of Judgment with additional Damages & Costs Whereupon it is considered by the Court that Mr<sup>s</sup> Walter do recover against John Two pounds nine shillings & six pence of lawful Money Damages & Cost of Suit taxed at £2.11.2 therefore

Laing & al  
v  
Jordan  
No 197

Matthew Laing & Matthew Laing shew both of Southwicks Dept<sup>r</sup> in Action Trower of the same Southwicks Dept<sup>r</sup> in a Rule of Reference entered into by Mr<sup>s</sup> Parker before Isaac Coit Esq<sup>r</sup> Just<sup>r</sup> of the Peace now send into Court their Award as follows viz We the Subscribers do award & determine that the Matthew Laing and Matthew Laing shew do have & recover against the Mr<sup>s</sup> Trower pounds one shilling & five pence Debt & Cost of Arbitration four pounds seven shillings & six pence and Cost of Court to be taxed by the Court Given State the plain Sartor Joseph Moore Referee - Whereupon it is considered by the Court that Mr<sup>s</sup> Matthew & Matthew shew do recover against Mr<sup>s</sup> Trower pounds five shillings & one penny lawful Money Damages & Cost of Suit taxed at £5.15.6 & thereof

Given Sept 14. 1789

Dickinson & al  
Ex<sup>r</sup> v  
Frisvold  
No 198

Elijah Dickinson Gent<sup>l</sup> & Elisha Dickinson Yeoman both of Halesfield in the County of Hampshire & Badrah Dickinson of Northfield in the same County Gent<sup>l</sup> Executors of the last Will & Testament of Badrah Dickinson late of Halesfield Gent<sup>l</sup> deceased - v<sup>t</sup> Mr<sup>s</sup> Thuerben Frisvold of Leyden in the County aforesaid & her Deft<sup>r</sup> in a Plea of Entry upon Disfranchisement in the Court wherein Mr<sup>s</sup> Elijah & Elisha Dickinson demand against Mr<sup>s</sup> Thuerben a Tract of Land with the Appurtenances lying in Leyden aforesaid containing twenty one acres lying on the Hill called Fresh Hill and was laid out to calling & compassed part of a Tract called Number One hundred & twenty nine in the third Division of Land in Barnardston & when first laid out was bounded West on Common Land South on Lot Number fifty four in the first Division East on common Land North on the Lot Number thirty three in the first Division as by the original Plans & Record of laying out the same appears & was laid out in the original Right of Nath<sup>l</sup> Canal Schmitz & his Son<sup>en</sup> as the Right & Inheritance of the said Badrah died & whereon the said Executors say that the said Badrah the Testator in his Life Time within thirty Years last past was seized of the demanded Premises in his Descent as of free Right in a Title of Peace taking the Profits thereof to the Value of twenty shillings by the Year & into which the said Thuerben hath no Entry but by over Hofer Building & his Wife who demanded the same to Mr<sup>s</sup> Thuerben & who unjustly & without Judgment entered into the same & thereof dispersed the said Badrah the Testator within thirty Years now last past & the said Executors say they ought to be in Possession of the demanded Premises in Order to administer thereon & yet Mr<sup>s</sup> Thuerben unjustly & without a holdeth them out of the same to the Damage of the Executors Two hundred pounds - The Will appears by Simon Strong Esq<sup>r</sup> their Att<sup>y</sup> and the Deft<sup>r</sup> by Caleb Strong Esq<sup>r</sup> his Att<sup>y</sup> and they agree that this case be continued to the next Term - And it is considered by the Court that they have Day here in Court until the second Tuesday of February next



153  
Humble Shew David Jones Administrator on the Estate of David Jones late  
of Wilbraham deceased that the whole of the Estate of said Deceased as inventoried Amounts  
Amounts to the Sum of One hundred & fifteen pounds fifteen shillings and eleven pence of which £22.5.11 is personal Estate from which  
deducting Administrators Account as allowed by the Judge of Probate  
amounting to £11.10.11 there remains only £10.15.0 personal Estate  
and that the Debt due from said Estate as allowed by Commissioners of  
Insolvency amount to the Sum of one hundred and three pounds four pence  
four farthings - that the whole of said Estate as inventoried deducting Charges  
of Administration exceed the Debt allowed only the Sum of £4.4.7 1/4  
as appears by a Certificate herewith exhibited of the Register of Probate &  
he therefore prays he may be allowed to sell the whole of the Real Estate of  
said Deceased &c &c Whereupon it is considered by the Court that  
said Administrator be & he hereby is empowered to make Sale of  
the whole of the Real Estate of said Deceased to enable him to pay the  
Debt due from said Estate, he being observing the Directions of the  
Law relating to such Sales

Grandall's Admin Petn  
Humbly shew Sarah Grandall Administratrix on the Estate of Edward  
Grandall late of Coventry in the County of Warwick deceased that as  
appears by a Certificate from the Register of Probate of the District of  
Warwick that the whole of the Estate of said Edward as inventoried amounts  
to the Sum of £193.1.6 and that the whole of the Debts due from said  
Estate as returned by a Return of the Commissioners of Insolvency together  
with Administrators Account & Allowances made to the Widow amount  
to £196.1.3 so that the Debts exceed the whole of said Estate the Sum of  
£3.1.7 1/2 and that a part of said Real Estate lies in Long Meadow in said  
County of Hampshire - she therefore prays she may be allowed to sell the  
whole of said Real Estate lying in said Long Meadow &c Whereupon it  
is considered by the Court that said Administratrix be & hereby is empow-  
ered to make Sale of the whole of the Real Estate of said Deceased she observ-  
ing the Directions of the Law relating to such Sales

David Fowler Junr of Southwicks in the County of Hampshire v. Abner D Fowler Junr  
Plaintiff of the same Southwicks - In a Petition of Reference entered into be-  
fore Isaac Coit Esqr. J. P. - The Parties now send into Court their Award arising  
as follows - We the Subscribers Referees &c having fully examined the  
Evidence & duly considered the Disputes & Allegations of said Parties do ad-  
judge & award that the within named Abner arising do pay unto the  
David Fowler Junr the Sum of sixty pounds Debt & four pounds & two  
pence for Costs of this Reference all which is humbly submitted Plaint  
Southwell Ephraim Chamberlain Sam Fowler - Whereupon it  
is considered by the Court that said David do recover against P. Abner  
sixty pounds of lawful money Damages & Costs of Suit taxed at -  
£4.19s 8 & thereof &c  
Exon of Sep 7. 1789

Colman  
Nathaniel Colman of Chesterfield in the County of Hampshire v. Asahel Clap  
Asahel Clap of Northampton in the same County Plaintiff In a Petition of Reference  
entered into by the said Parties before Benj. Pooley Esqr. J. P. The Parties now  
send into Court their Award as follows We the Subscribers Referees &c do  
do award & judge & determine that P. Nathaniel recover of the P. Asahel  
the Sum of four shillings & eleven pence lawful money Damages & Costs of this  
Reference including Cost before the Justice & the Cost of Subscription one pound  
eight shillings & eleven pence & the Cost of Court to be taxed by the Court and  
that the same when paid be a final End of all Disputes & Demands between  
the Parties all which is humbly submitted They Benj. Pooley Esqr. Allen  
Amasa Clap Referees - Whereupon it is considered by the Court that the  
said Nathaniel do recover against the said Asahel four shillings & eleven pence  
of lawful money Damages & Costs of Suit taxed at £1.18s 9 & thereof &c  
Exon of Dec 9 1789



Allen & Phillips  
N<sup>o</sup> 203. Solomon Allen of Northampton in the County of Hampshire Gent<sup>l</sup> vs. Ezra Phillips of Chertsey in the same County Yeoman. The said Parties having entered into a Rule of Reference before Ephraim Wright Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> the Referees now being into Court their Award as follows Viz<sup>t</sup> We the said Referees do award that said Solomon do recover of the said Ezra Five pounds seventeen shillings & four pence lawful Money Damages & Costs of the Reference including the Costs before the Justice & four pence & eleven shillings & eight pence and the Costs of Court to be taxed by the Court & that the same when found be a final End of all Disputes & Demands between the Parties all which is humbly submitted. By J<sup>r</sup> Pomeroy Luke Pomeroy Elyah Clarke Referees. Whereupon it is considered by the Court that the said Solomon do recover against the said Ezra Five pounds seventeen shillings & four pence of lawful Money Damages & Costs of Suit taxed at £5. 14. 4 & thereof &c  
Exon<sup>o</sup> of Sep<sup>r</sup> 7. 1789

Lawton  
Dickinson & Co  
N<sup>o</sup> 204. Humbly shew Black Lawton that Simon Dickinson & Silas Wright caused him to be served with a Writ<sup>l</sup> so that accordingly he appeared before Benjamin Mattoon Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> at the Time of Comparison and disputed the Demand of S<sup>r</sup> P<sup>r</sup> & that thereupon they notified him to appear at the Court at the Term according to Law & that the same Action should be carried up accordingly & that they the said Simon & Silas have not carried up nor prosecuted said Action at the Court said Black therefore pray Judgment for his Costs. Whereupon it is considered by the Court that S<sup>r</sup> Black do recover against the said Simon & Silas his Costs in Discontinuing the Suit of the said Simon & Silas taxed at Twenty four shillings & three pence & thereof he may have his Exors on his filing Copies of the S<sup>r</sup> Court.

Allen  
French  
N<sup>o</sup> 205. Solomon Allen of Northampton in the County of Hampshire Gent<sup>l</sup> vs. Ebenezer French of Northampton in the same County Esq<sup>r</sup> in a Rule of Reference entered into by the said Parties before Ephraim Wright Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> the Referees now being into Court their Award as follows. We the said Referees do having heard & duly considered the several Proofs & Evidence of the said Parties do award order & adjudge that S<sup>r</sup> Solomon pay to S<sup>r</sup> Ebenezer thirty eight shillings & three pence and the Costs of Court to be taxed by the Court & that the same be a final End of all Disputes & Demands between the Parties respecting their several Demands &c. By J<sup>r</sup> Childen Quarters Pomeroy Josiah Dickinson. Whereupon it is considered by the Court that the said Ebenezer do recover against the said Solomon his Costs taxed at Two pounds nineteen shillings & one penny & thereof &c  
Exon<sup>o</sup> of Nov<sup>r</sup> 17. 1789

Black Comp<sup>t</sup>  
Baker  
N<sup>o</sup> 206. Humbly shew Abner Clarke that he recovered Judgment against John Baker on the eleventh day of May 1789 for the Sum of Two pounds seventeen shillings Damages & Costs of Suit taxed at Thirty one shillings from which Judgment he appealed to this Court & recognized to prosecute the Appeal but hath failed to do so. He therefore pray Affirmation of S<sup>r</sup> Judgment with additional Damages & Costs. Whereupon it is considered by the Court that said Abner do recover against S<sup>r</sup> John Two pounds eighteen shillings & four pence lawful Money Damages & Costs of Suit taxed at Three pounds two shillings & eleven pence & thereof &c  
Exon<sup>o</sup> of Sep<sup>r</sup> 9. 1789

Porter Comp<sup>t</sup>  
Nash  
N<sup>o</sup> 207. Humbly shew Henry Porter that on the 15<sup>th</sup> day of June last he recovered Judgment before Ephraim Wright Esq<sup>r</sup> against John Nash of Ashbury in S<sup>r</sup> County for the Sum of Eleven shillings & two pence Damages & Costs of Suit taxed at Seven shillings & two pence from which Judgment S<sup>r</sup> John appealed to this Court & recognized to prosecute the same but has failed to do so. He therefore pray Affirmation of S<sup>r</sup> Judgment with additional Damages & Costs. Whereupon it is considered by the Court that S<sup>r</sup> Henry do recover against the said John Eleven shillings & two pence of lawful Money Damages & Costs of Suit taxed at £1. 12. 11 & thereof &c  
Exon<sup>o</sup> of Sep<sup>r</sup> 9. 1789



Humbly shew John Lyman & Hannah his Wife that they received Judgment against Lyman Clark before & Wright Esq<sup>r</sup> for Forty three shillings and four pence Damages and Cost of Suit taxed at seven shillings and two pence. from which Judgment he appealed to this Court and was recognized &c. but hath failed to prosecute his Appeal & They therefore pray Judgment with additional Damages & Cost & Whereupon it is considered by the Court that said John & Hannah do recover against s<sup>d</sup> Lyman Clark Two pounds four shillings of Law Money Damages & Cost of Suit taxed at £ 14. 10 & the exp<sup>ts</sup> &c.

Examp<sup>t</sup> Sep. 9. 1789

Humbly shew John Goldsbury Adm<sup>r</sup> on the Estate of Nathan Pennoth Banergh Ad<sup>r</sup> late of Warwick in the County of Hampshire deceased that all the Real Estate of s<sup>d</sup> Deceased has been sold by Order of Court for the payment of s<sup>d</sup> Deceased's Debt except the Widow's Right of Dower & that the same is not sufficient to discharge the same s<sup>d</sup> Estate having paid 17/9. & It therefore prays he may have Liberty of the Widow's Right of Dower for the purpose of paying the Debt of s<sup>d</sup> Deceased so far as the same will do &c.

Whereupon it is considered by the Court that the said Administrator be and he hereby is empowered to make Sale of the Widow's Right of Dower in the Estate of the said Nathan for the purposes mentioned in his said Petition, he observing the Directions of the Law relating to such Sales.

Humbly shew Benjamin Child Administrator on the Estate of Math: Child Adm<sup>r</sup> late of West Wymondley in the County of Hampshire dec'd that the whole Inventory of the Real Estate of s<sup>d</sup> Deceased amounts to Thirty pounds three shillings and that the whole Inventory of the personal Estate of s<sup>d</sup> Deceased amounts to Eight pounds four shillings & seven pence & that the Estate of s<sup>d</sup> Deceased is greatly indebted. He therefore prays he may have Liberty to make Sale as the Law directs of all the Real Estate of s<sup>d</sup> Deceased for the purpose of paying his Debt & Charges of selling said Estate.

The Court having been satisfied of the Truth of the foregoing Statements it is thereupon considered that the said Administrator be & he hereby is empowered to make Sale of the whole of the Real Estate of the Deceased as aforesaid for & purpose of paying the Debt &c. he observing the Directions of the Law relating to such Sales.

Humbly shew Samuel Warner Administrator on the Estate of Warner Adm<sup>r</sup> Gideon Warner late of Hadley in the County of Hampshire dec'd that the personal Estate of s<sup>d</sup> Deceased including Debt due to s<sup>d</sup> Estate amounts to the Sum of Nine ten pounds four shillings & two pence & the Real Estate as inventoried amounts to the Sum of Sixteen pounds & that the whole of the Debt due from s<sup>d</sup> Estate by the Commissioners Report with the Administrators Account allowed amounts to the Sum of £ 60. 9. 11/4, so that the Debt exceed the Real & personal Estate & he therefore prays that he may have Licence to sell the whole of the Real Estate of s<sup>d</sup> Deceased for the purpose of paying the Debt of s<sup>d</sup> Deceased so far as the same will do &c.

The Court having been satisfied by the Register of Probate &c. that s<sup>d</sup> Estate is indebted it is therefore considered that s<sup>d</sup> Administrator be & he hereby is empowered to make Sale of the whole of the Real Estate of s<sup>d</sup> Deceased for the purpose in the foregoing Petition mentioned, he observing the Directions of the Law relating to such Sales.



Dorsetshire Memorial touching  
Aaron Scott  
No 218.

The Memorial of the Selectmen of the Town of Dorsetshire whose Names are underwritten humbly sheweth, that Aaron Scott of said Dorsetshire is in such a Situation by Reason of Age & Infirmary of Body as to stand in Need of some further Aid for his Support that what he is able to provide by his own Labour - That by a Law of this Commonwealth it is provided that such Persons shall be provided for & maintained by the Town of which they are inhabitants, unless they have Relations within this Commonwealth of certain Descriptions in said Act particularly ascertained who in the Opinion of the Court of Common Pleas are of sufficient Ability to support them - That Jonathan Scott & Elijah Scott Sons of the said Aaron & Ephraim Hawks & Rufus Butler who are married to Daughters of the said Aaron all of Dorsetshire & Reuben Childs of Dorsetshire who is likewise married to a Daughter of the said Aaron are of sufficient Ability to support their said Father - They therefore pray the Court to take the Matter in Consideration & pass an Order that the said Aaron aforesaid shall maintain & support the said Aaron & support them therefor in such Manner as shall appear just & equitable

Dorsetshire Aug 27. 1789

Joseph Hilditch Junr

Edw. Ashley

Jonathan Arms

Amos Childs

Joseph Barnard

Selectmen  
of  
Dorsetshire

Which said Memorial being read, it is thereupon considered by the Court that the Clerk of the Court issue a Citation directed to the Sheriff requiring him to summon the said Jonathan Elijah Ephraim Rufus & Reuben that they appear at the next Term of the Court to shew Cause if any they have, why the Prayer of the foregoing Memorial should not be granted &c. And the said Memorialists have Day here in Court until the Second Tuesday of February next

Mr Taylor  
Att.

Mr John Taylor is now admitted to be an Attorney in this Court and he took & subscribed the Oath of Allegiance as required by the Constitution of the Commonwealth, and the Bath of Office was likewise administered to him in this Court to qualify him to execute the Duties of the Office

The foregoing Judgments Orders &c being made and entered up in Manner aforesaid, and then the Court adjourned without Day

Mr John Brock Cler.



# Commonwealth of Massachusetts Hampshire

155

At the Court of Common Pleas holden at Springfield within & for the County of Hampshire on the Second Tuesday of March [by Adjournment of the General Court from the Second Tuesday of February] being the nineteenth day of said month and de Die in Diem to the nineteenth Day of the same Month Anno Domini 1790

March adjourned Term 1790

## Justices of the said Court present

Dealer Porter Esq.  
Jno Bliss Esq.  
Samuel Mather Esq.  
Abm Burbanks Esq.  
Justin Elz Esq.  
Wm Fayalson Esq.  
[now deceased]

## Jury of Trials

James Byers Esq. Spr.  
Daniel Lombard  
Thos Hambleton Esq. 5d Gran  
David M Conoughy Blaw  
Daniel Leonard Wspr  
John Moley Esq. 9d at Moon West  
Samuel Root  
Ezekiel Fuller Lid  
Joseph Sexton Wil  
Aaron Merrick Pal  
Isaac Cummings Esq. 5d  
Shoer Brink Lid Ma  
Jesse Todd abt Wspr  
Thomas Hinckley abt Pr  
Luther King abt Wil  
Zadoc Robbins Lid Ma  
[come on Monday]

Subser Roden Mason Aaron Merrick was off and Dealer Porter Esq. de Tal' was on  
President in Packard Thos Hambleton was dismissed & Asahel Clapp de Tal' was on  
Howbridge & Mapes de Tal' were on as Juror with Tobias Robbins de Tal' was on  
Black & Dickinson Sam Cook was on 7d day  
Foster & Mather Esq. Sam Cook was on 8d day  
Warner & Smith 8d. Her. Newcomb was on  
Foster & Drake 9d Her. Newcomb was on

Jonathan Brown Jur. of Springfield in the County of Hampshire Gent.  
Plf vs. Lemuel Bates his bandman Samuel Bates Gent. & John Sher- Brown  
man Gent. all of the same Springfield Depts in a Plea de as is of Bates  
Record hitherto - The Parties appear as and agree to further continue  
here for Judgment - And it is considered by the Court that they have Day  
here in Court on till the last Tuesday of August next

Seth Smith of Suffield in the County of Hartford & State of Connecticut Smith  
Plf vs. Samuel Robinson of Granville in the County of Hamp Robinson  
shire Gent. Depts in a Plea de as is of Record hitherto

The Parties appear and the Referees hitherto chosen by the Parties  
now send into Court their Award as follows Viz. We the undersigned  
Referees do having heard the Parties by themselves & by their Council  
and duly considered the Matter submitted do adjudge award and  
determine that the within named Seth Smith do recover against the  
Samuel Robinson Seven pounds eleven Shillings & five pence Damages  
& Cost of Referee taxed at twenty one Shillings and the Cost of Court  
to be taxed by the Court - Abm Burbanks Thaddeus Leavitt

which said Award is accepted - And it is considered by the Court that  
said Seth Smith do recover against said Samuel Seven pounds eleven shil-  
lings & five pence of lawful Money Damages & Cost of Suit & taxed at  
£ and thereof &c



Trask  
as  
Darling  
Nathaniel Trask of Palmer in the County of Hampshire Plaintiff  
vs  
Shabod Darling of Belchertown in the same County Defendant  
in a Plea as is of Record at present Term - The Parties appear and  
the Referees heretofore agreed upon by the said Parties now bring into Court  
their Award as follows The Subscribers Referees in the Action between  
Nathaniel Trask Plaintiff & Shabod Darling Defendant having given due Notice  
to the Parties met at the Dwelling House of William Colburn Esq in Palmer  
on the 12th day of May Inst. The Plaintiff appeared & after a full Hearing of  
him and his Witnesses & mature Consideration thereof We are of  
Opinion & do award & determine that the said Nathaniel Trask recover  
against the said Shabod Darling Ten pounds seven shillings and ten  
pence lawful money Damages & Costs of Court Referees the Costs of Court  
to be taxed by the Court & the Costs of Referees being nine pounds nine  
shillings & one penny - Dwigah Foster Wm. Tucker & Elijah Dwyght.  
which said Award is accepted and it is considered by the Court  
that the said Nathaniel do recover against said Shabod Ten pounds seven  
shillings & ten pence of lawful money Damages & Costs of Court tax  
ed at £18.13.1 & thereof &c  
Given at Mar 23 1790

Lamp  
as  
Barber  
John Lamp of Wilbraham in the County of Hampshire Plaintiff  
vs  
John Barber of West Springfield in the same County Defendant  
in a Plea as is of Record heretofore - The Plaintiff appears & discontinues  
his Suit - The Defendant also appears & moves that the Costs of defending  
the Suit of the Plaintiff may be adjudged to him - And thereupon it is  
considered by the Court that said Barber do recover against the  
Lamp his Costs taxed at £2.10.1 & thereof &c

Clark  
Dickinson  
Thomas Clark of Portland in the County of Litchfield State of Connecticut  
Plaintiff  
vs  
Richard Dickinson of Glenville in the County of Hampshire  
Defendant  
in a Plea of Exoneration as is of Record heretofore - The Plaintiff  
appears by John Phelps Esq his Att. & the Defendant by Simon Strong Esq his Att.  
issues & defends &c and for Plea says that he never perceived that Thomas  
in Manner & Form as the said Thomas in his Declaration hath alleged &  
that of puts himself on the Country - And the said Thomas likewise does  
the same - A Jury at this Time returned impanelled & sworn to  
try the Issue, declare upon their Oath that they find the Defendant did not dis  
serve the Demandant as set forth in the Declaration  
And thereupon it is considered by the Court that said Richard do recover  
against the said Thomas his Costs taxed at £2.2.6 & thereof &c

Strong  
as  
Selden  
Simon Strong of Andover in the County of Hampshire Esq Plaintiff  
vs  
Amariah Selden of Ashfield in the same County Plaintiff  
vs  
John Selden his Agent Defendant  
in a Plea as is  
of Record heretofore - The Plaintiff appears in his own Person and the  
said Amariah the three Times publicly called to come into Court making  
Default & Appearance here - Wherefore it is considered by the Court  
that said Simon do recover against said Amariah Seven pounds &  
seven shillings of lawful money Damages & Costs of Suit taxed at two  
pounds twelve shillings & seven pence & thereof &c  
Given at Feb 8 1790

Norcross  
as  
Payson  
Deborah Norcross of Goshen in the County of Hampshire Plaintiff  
vs  
William Lyon of the same Town Defendant  
in a Plea as is of Record  
heretofore - The Parties appear & on the Motion of the Plaintiff it is considered by  
the Court that the said Parties have Day here in Court until the last  
Tuesday of August next



Paul Clark of Leyden in the County of Hampshire Gent<sup>l</sup> vs<sup>r</sup> Upper Hertschick  
Chapman of Bernardston in the same County Plaintiff in a Plea as  
is of Record heretofore The Def<sup>t</sup> appearing now three Times publicly  
called to come into Court in a Plea as is of Record heretofore The Def<sup>t</sup> appears & prays  
he may be allowed his Costs & and it is considered by the Court  
that said Hertschick do recover against said Paul his Costs taxed at  
Three pounds & nine shillings & thereof &c

Clark  
vs  
Chapman

Jonas Dix Gent<sup>l</sup> & Aaron Saffordson Gent<sup>l</sup> both of Waltham in the County of  
Middlesex Pl<sup>ffs</sup> vs Peter Ball of the same Waltham Gent<sup>l</sup> an absentee above  
this Debtor & Prudent Hallmark of Warwick in the County of Hampshire this  
Bondman the Attorney Agent & Trustee of the s<sup>d</sup> Peter, Defendant in a Plea as  
is of Record heretofore The Def<sup>t</sup> appears by Henry Meneke Gent<sup>l</sup> their  
Att<sup>y</sup> and the said Peter the three Times publicly called to come into Court  
makes Default of appearance here Whereupon it is considered  
by the Court that the said Jonas & Aaron do recover against the said  
Peter One hundred & sixty pounds of Law<sup>l</sup> Money Damages & Costs of  
suit taxed at £ 15 5 0 & thereof &c Ex<sup>o</sup> 1790

Dix & al  
vs  
Ball & al

Aaron Whitney of Northfield in the County of Hampshire Esq<sup>r</sup> vs  
Samuel Wile of Walpole in the County of Hampshire & State of New-  
Hampshire Husbandman Def<sup>t</sup> in a Plea as is of Record here-  
tofore The Parties appear & on the Motion of the Def<sup>t</sup> it is consid-  
ered by the Court that they have Day here in Court untill the last  
Tuesday of August next

Whitney  
vs  
Wile

Silas Gill of Concord in the County of Middlesex Husbandman Pl<sup>ff</sup> vs  
David Linton of Walpole in the County of Cheshire & State of  
New Hampshire Husbandman Def<sup>t</sup> in a Plea as is of Rec-  
ord heretofore The Def<sup>t</sup> appears & the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of appear-  
ance here Wherefore it is considered by the Court that the  
said Silas do recover against the said David Twenty four  
pounds sixteen shillings & seven pence of Law<sup>l</sup> Money Damages  
& Costs of suit taxed at £ 7 5 0 & thereof &c Ex<sup>o</sup> 1790

Gill  
vs  
Linton

Silas Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> vs  
David Fowler of the same Southwick Joiner Def<sup>t</sup> in a Plea as is  
of Record heretofore The Def<sup>t</sup> appears by Moses Bliff Esq<sup>r</sup> his Att<sup>y</sup>  
and the Def<sup>t</sup> by Sam<sup>l</sup> Phelps Esq<sup>r</sup> his Att<sup>y</sup> and they agree to refer this  
Case to the Judgment & Determination of Abraham Burbanks Esq<sup>r</sup>  
Mr Luke Bliff Esq<sup>r</sup> & John Pates the Counsel of them or any two of them  
to be final to be returned into this Court Judgment to be made  
up and Execution paid accordingly and thereupon it is consid-  
ered by the Court that the Agreement aforesaid of the s<sup>d</sup> Parties  
by them entered into be the Rule of this Court in this Case &  
that they have Day here in Court untill the last Tuesday of August  
next

Fowler  
vs  
Fowler

Sam<sup>l</sup> Perkins of West Springfield in the County of Hampshire Joiner  
Pl<sup>ff</sup> vs Samuel Flowers Esq<sup>r</sup> al Def<sup>t</sup> in a Plea as is of Record heretofore  
The Parties appear and it is considered by the Court that this Case be writ-  
ten under the Rule of Reference heretofore entered into by the said Parties un-  
till the last Tuesday of August next

Perkins  
vs  
Flowers



Roberts  
Whitton  
Lemuel Roberts of Simsbury in the State of Connecticut Ex<sup>or</sup> v.  
James Whitton of Greenwich in the County of Hampshire Jan<sup>r</sup> & Dep<sup>t</sup>  
in a Plea as is of Record here to file. The Plea having been  
served & last Term it is considered by the Court that this can be contin-  
ued to the next Term, that so the Plea Ex<sup>or</sup> or Adm<sup>r</sup> may have  
Opportunity to appear.

B. Fowler  
Drake  
Mildred Fowler of Westfield in the County of Hampshire Jan<sup>r</sup> & Dep<sup>t</sup>  
vs. Moses Drake of Westfield aforesaid Jan<sup>r</sup> & Dep<sup>t</sup> in a Plea as  
is of Record here to file. The Plea appears by Moses Drake Esq<sup>r</sup> his  
Att<sup>y</sup> and the Dep<sup>t</sup> by John Phelps Gent<sup>l</sup> his Att<sup>y</sup> where & depends the  
Force & Injury and says he never promised the Plea in manner &  
Form as he hath alleged and thus puts himself on the  
Country; and the Plea does the same.

A Jury being returned in paisment & sworn as the Law directs to  
try the Issue & deliver upon their Oath that they find the Dep<sup>t</sup> promised as  
set forth in the Declaration and a sum of Damages ab<sup>t</sup> Eight pounds seven  
shillings & five pence. Thereupon it is considered by the Court that  
said Mildred do recover against the said Moses Eight pounds seven  
shillings & five pence of lawful Money Damages & Costs of which taxed ab<sup>t</sup>  
£ 1. Whereupon the S<sup>r</sup> Moses Drake by John Phelps  
Esq<sup>r</sup> his Att<sup>y</sup> appeals from the Judgment of this Court to the Supreme  
Judicial Court to be holden at Northampton within 2<sup>da</sup> for the County  
of Hampshire on the last Tuesday of April next & he recognises  
with Sureties as the Law directs for S<sup>r</sup> Drake prosecuting his said  
Appeal with Effect as by S<sup>r</sup> Recognizance on File does appear.

Bates  
Sunderland  
Lemuel Bates of Brainfield in the County of Hampshire His bond-  
man Plea vs. Charity Sunderland of Cambridge in the County of  
Middlesex Widow Adm<sup>r</sup> on the Estate of Henry Cardenon late of said  
Cambridge dec<sup>d</sup> Intestate & in S<sup>r</sup> Capacity Dep<sup>t</sup> in a Plea as is of Re-  
cord here to file. The Plea appears by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> and  
the Dep<sup>t</sup> the true Issues, publicly called to come into Court make a De-  
fault of Appearance here. Whereupon it is considered by the Court  
that the said Lemuel do recover against the said Charity in her said  
Capacity Eight pounds nine shillings of lawful Money Damages &  
Costs of which taxed ab<sup>t</sup> £ 3. 14. 6 & thus of & Ex<sup>or</sup> Mar 15. 1790.

Foster  
Orange Trustees  
Emerson Foster of Orange in the County of Hampshire Clerk  
Plea vs. the Trustees of the Congregational Society in Orange in the County  
aforesaid Dep<sup>t</sup> in a Plea as is of Record here to file. The Plea being  
another Times publicly called is Nonvult, the Dep<sup>t</sup> defaulted and  
the Action is dismissed.

McClellan  
Hewson  
Hugh McClellan Esq<sup>r</sup> for & M<sup>r</sup> Gee Gent<sup>l</sup> both of Colrain in the Coun-  
ty of Hampshire Plea vs. John Hewson Gent<sup>l</sup> of W<sup>h</sup> Wright Clerk and  
Berechiah Newcomb Jan<sup>r</sup> all of Barnardston in the County of said  
Dep<sup>t</sup> in a Plea as is of Record here to file. And now at this Term  
Plea appears by Caleb Strong Esq<sup>r</sup> their Att<sup>y</sup> and the Dep<sup>t</sup> by Simon  
Strong Esq<sup>r</sup> their Att<sup>y</sup> come into Court & defend the Force & Injury & and  
pray Oyer of the said Writing obligatory and it is read & then in their  
Words that is to say. I know all Men by these Presents that Mr. Emerson & Gent<sup>l</sup>  
Esq<sup>r</sup> Clerk & Berechiah Newcomb Jan<sup>r</sup> all of Barnardston in the  
County of Hampshire and Commonwealth of Massachusetts are held and



and firmly bound and obliged in behalf of the Inhabitants of the said  
Town of Bernardsville to the said McCallan Esq. & John McCallan Esq. jointly & severally  
to pay to the said Town of Bernardsville in the sum of One hundred pounds lawful  
Money to be paid to the said Town of Bernardsville their Heirs Executors and  
Administrators & Assigns to which payment well & truly to be made  
We bind Ourselves our Heirs Executors & Administrators firmly by  
this present, sealed with our seals Dated the thirtieth day of May Anno  
Domini 1786 And they pray Oyer of the Condition & it is  
read to them in the following Words Viz Whereas divers Disputes Con-  
troversies & Demands have arisen & are subsisting between the In-  
habitants of the Town of Bernardsville & the Inhabitants of the Town of  
Bernardsville for the amiable & peaceable Settlement whereof it is agreed by the  
Inhabitants of the said Towns respectively to submit all their Matters in Dis-  
pute of what kind or nature soever to the Award Arbitrament & final  
Determination of such Men as should be their respective Committees as  
agreed on for that purpose & whereas the said Thos McCallan Esq. & John  
McCallan Esq. have been appointed a Committee in behalf of said Town of  
Bernardsville & the Townsman John Wright & Jeremiah Newcomb have  
been appointed a Committee in behalf of the Town of Bernards-  
ville respectively to agree on Men for the purpose abovementioned &  
whereas the Committee abovesaid have mutually agreed in behalf  
of their respective Towns to submit all the Matters in Dispute afore-  
mentioned between the Inhabitants of their Towns respectively to the  
Award Arbitrament & final Determination of Owen Smith of  
Charlottesville Esq. Moses Parsons of Greensfield John & Caleb  
Hood of Greensfield & George all in County or either two of them  
provided their Award or the Award of either two of them be made in  
the Premises under the hands & seals of the Arbitrators or either two  
of them in Writing & ready to be delivered to the Committees in  
behalf of their said Commitments respectively on or before the  
sixth day of June next The Condition therefore of the foregoing  
Obligation is such that if the said Townsman John Wright & Jeremiah  
Newcomb or either of them their Heirs Executors & Administrators res-  
pectively or either of them shall well & truly abide by stand to & per-  
form the Award Arbitrament & Determination of said Arbitra-  
tors or either two of them as above expressed then the foregoing Oblig-  
ation to be void else of full force & Virtue Which being  
read & heard the said John & Jeremiah say that the Townsman  
John Wright ought not to have or maintain their Action aforesaid a-  
gainst them because they say the Owen Smith & Moses Parsons &  
Caleb Hood the Arbitrators mentioned in the Condition aforesaid  
or any two of them never made any Award between the Townsman  
John Wright & the said John & Jeremiah on the Premises  
mentioned in the same Condition according to the meaning  
Force & Effect of the same Condition & that they are ready  
to verify Wherefore they pray Judgment of the said  
Judge & Jonathan their Action aforesaid against the Townsman  
John Wright & Jeremiah ought to be maintained

And the said Judge & Jonathan say that they by any thing by the Townsman  
John Wright & Jeremiah above in their Plea alleged ought not to be precluded  
from having their said Action against them the Townsman John Wright &  
Jeremiah because they say that the said Owen Smith & Caleb Hood two of the  
Arbitrators aforesaid in the Condition aforesaid abovenamed after the  
making the said Writing obligatory having taken upon themselves  
the Burden of awarding Determining & upon the Premises com-  
mitted to the Arbitrament & Award of them the aforesaid Owen Smith  
Caleb Hood & the Townsman Moses Parsons in the Condition aforesaid above  
likewise named or any two of them as aforesaid within the Time  
aforesaid to the same Owen Smith & Moses or any two of them on the Cond-  
ition



McClelland  
21  
affirmed above limited to work on the fifth day of June in the year of our  
Severance Lord One thousand seven hundred & eighty six at Barnardston aforesaid  
made their Award in Writing under their hands & seals touching &  
concerning the Premises in the said Condition above specified, and  
by the said Award then & there awarded & ordered in Manner & Form  
following, that is to say, the said Arbitrators did award judge and set  
aside that the Inhabitants & Proprietors of a Tract of Land formerly  
part of said Barnardston & which by Order of Government was on  
the second Day of December A.D. 1779 annexed to & Colrain were la-  
ble and of right ought to be taxed by & Colrain in all Town Taxes  
after & second Day of December & also on the Requisitions of Gov-  
ernment (meaning the Resolves of the General Court) in six months  
New bearing Date June 5. 1780 & for the month then bearing  
Date June 22 1780 and that & Town of Barnardston had no Right  
after & second Day of December to assess the Inhabitants & Proprietors  
of the Tract aforesaid in any Town Tax or on either of the aforesaid  
Requisitions - and the said Arbitrators did further award judge &  
determine that the said John Jobe Heachiah in behalf of the Inha-  
bitants of said Barnardston should pay to the said Hugh & Jonathan  
for the Use of the Town of Colrain a the Dwelling House of Capt Benjamin  
Clark in Colrain aforesaid on or before the fifth day of September then  
next all such sum or sums of Money as by Virtue of any Town Tax  
made by & Town of Barnardston since meaning after the & second  
Day of December & also on either of said Requisitions had been collected  
of any of the Inhabitants or Proprietors of the Tract aforesaid and that  
no further Collection of Taxes made (meaning ordered) by & Barnardston  
aforesaid be had - and the said Arbitrators did further award judge &  
determine that the said John Jobe Heachiah in behalf of the Inhabi-  
tants of Barnardston should on or before the & fifth day of Sept-  
ember at & Benjamin Clark pay to the said Hugh & Jonathan for  
the Use of & Town of Colrain a further sum of three pounds five shil-  
lings eight pence lawful Money Cost of Arbitration - and lastly the  
said Arbitrators did award that on the Money aforesaid being  
paid as aforesaid the said Parties should on or before the & fifth day  
of September at the Place aforesaid by their respective Committees execute &  
deliver to each Other a sufficient Release & Discharge of & from all Actions  
Suits & Claims thereof & all Damages Claims & Demands whatsoever  
in Law & Equity between the said Parties from the Beginning of the War  
to the thirtieth day of May then last past being the Day of the Date of the  
Bond above mentioned as by the said Award the Court to be produced  
among Other Things may appear - and the said Hugh & Jonathan fur-  
ther say that the sum of fifteen pounds seven shillings & seven pence  
half penny lawful Money & the sum of two hundred twenty  
five pounds fifteen Shillings & five pence half penny in Bill of  
the old Continental Currency so called of the Value of four pounds  
lawful Money owe by the Inhabitants of the & Town of Barnardston after the  
Tract of Land aforesaid was annexed to & Colrain as is aforesaid that  
is to say in the Year 1781 pursuant to & according to the Votes of said  
Town for raising Money therein applied upon the Inhabitants & Propri-  
etors of the same Tract of Land & by one Charles Parker one of the Collectors  
of said Town of Barnardston collected of them the said Inhabitants & Propri-  
etors of the same Tract of Land & by him paid into the Treasury of the same  
Town to & for the Use of & Town of Barnardston that is to say on the last  
Day of December in the same Year, and the said Hugh & Jonathan further  
say that the further sum of forty seven Shillings & one penny three parts



lawful Money was after the same Tract of Land was annexed to Colrain  
as aforesaid to wit in the same Year 1781 by Virtue of a Town Tax of y<sup>e</sup> McCallands  
said Town of Bernardston duly voted & applied in the same collected  
by One Enock Briggs one of the Collectors of the said Town of Bernardston  
for the same Year of the Proprietors & Inhabitants of the same Tract of  
Land so annexed to Colrain as aforesaid & by him paid into the  
Treasury of the said Bernardston to & for the Towns Use to wit in the same  
Year ~ And the said Thos<sup>d</sup> Thugg & Jonathan in and by their Attorney  
collected of the said Inhabitants & Proprietors aforesaid of the same Tract of  
Land were collected by Virtue of Town Taxes of the said Town of Bernardston  
for the Use of the same Town or pursuant & according to the Requisitions  
aforesaid since & after the said Second Day of December aforesaid  
in the same Lawd mentioned & the said Thugg & Jonathan further  
say that after the making of the Lawd aforesaid by the said Ben Smith  
& John Wood Arbitrators aforesaid & before the said Fifth day of  
September aforesaid the said John Job & Henshew the Defts had due  
Notice & they the said Thugg & Jonathan gave the said John Job & Henshew  
due Notice of all every the sums aforesaid collected of the Inha-  
bitants & Proprietors of the said Tract of Land so annexed to Colrain  
to wit on the first day of the same September at Bernardston  
aforesaid & then & there requested Payment thereof of the said Defts  
yet that the said John Job & Henshew or either of them have not paid  
to the said Thugg & Jonathan or either of them either of the sums aforesaid  
or any part thereof or any sum or sums of Money collected of  
the Inhabitants or Proprietors aforesaid of the same Tract of Land  
in the said Lawd mentioned after the said Second Day of December  
aforesaid by Virtue of the Town Taxes of the said Town of Bernardston  
or pursuant to the Requisitions aforesaid neither have they the  
Defts or either of them ever paid to the said Thugg & Jonathan the  
Defts or either of them the said costs of Arbitration aforesaid  
altho they the Defts have been always ready to receive all every  
the sums aforesaid of them the said John Job & Henshew to wit at  
the said House of the said Pres<sup>d</sup> Clark & particularly throughout  
the whole of the said fifth day of September all which the  
said Thugg & Jonathan are ready to verify reserving Liberty to a  
make this Replication & reply answer on the Trough of the Appeal  
and thereof they pray Judgment & that their Defts aforesaid be  
adjudged them ~ And the said John Job & Henshew consenting  
and reserving Liberty to amend this Plea & reduce it into proper  
form on Trial of Appeal say that the foregoing Replication  
is insufficient ~ And the said Thugg & Jonathan say their  
Replication is sufficient ~ Whereupon all & singular the Pre-  
mises being seen & by the Court here fully understood Perasmuch  
as it appears to the Court that the Replication of the said Thugg &  
Jonathan by them above made to the Plea of the Defts is an  
insufficient Replication, & that they the said Thugg & Jonathan  
ought not to have & maintain their Plea ~ Therefore it is  
considered by the Court that the Defts do recover against the Defts  
their Costs taxed at £40.00 ~ Whereupon the Defts by Jas<sup>d</sup>  
Taylor gave in their 11th appeal from the Judgment of the Court  
to the Supreme Judicial Court to be holden at Northampton in  
& for the County of Hampshire on the last Tuesday of April  
next & he recognises with Sureties for them prosecuting Appeal  
with Effect as by the foregoing and on file does appear ~



Debraham & James Debraham of Maguerville in the County of Sumbury & Province of  
New Brunswick Trader Edward Debraham of S<sup>r</sup> Maguerville Trader & John Williams  
Bellingsley of Deerfield in the County of Hampshire Esq<sup>r</sup> against Elijah Bellings late of  
Conway in said County of Hampshire German & absent & according  
Debit & Elias Stone of the same Conway German his Agent Deft in a Plea  
as is of Record here before - The Plt appears by - Colonel Gunt<sup>r</sup> their  
Att<sup>r</sup> and the said Elijah the True Triver publicly called to come into Court  
makes default of appearance here - Wherefore it is considered by  
the Court that the Plt do recover against the said Elijah Six pounds  
thirteen shillings & six pence lawful Money Damages & Costs of Suit Taxed  
at £5-6-9 & thus of - Exon<sup>r</sup> Mar 23<sup>d</sup> 1790

Fowler  
Mather &  
Biddad Fowler of Westfield in the County of Hampshire German Plt for  
Samuel Mather of the same Westfield Esq<sup>r</sup> Executor of the last Will and  
Testament of Elizabeth Gurn late of Westfield deceased Deft in a Plea  
as is of Record here before - The Plt appears by Mess<sup>r</sup> Phelps Esq<sup>r</sup> his Att<sup>r</sup>  
and the Deft by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> comes & defends the Force  
& Injury as shown & for the Plt says that the said Elizabeth never pro-  
mised in Manner & Form as the said Biddad in his Declaration  
hath alleged & thereof put himself on the Country - And the Plt Biddad  
reserving Liberty to waive & join the Issue tendered & agreeing that a Trial  
at the Supreme Judicial Court shall be final and without any Review  
on his part if a Verdict be against him says that the Plea aforesaid  
of the Plt Samuel above pleaded & matters therein contained are in-  
sufficient in Law & hath no need neither is he bound by Law to  
answer thereto all which he is ready to verify & thereof prays  
Judgment & Judgment for his Damages & Costs - And the said Sam-  
uel likewise consenting & agreeing says his Plea aforesaid is sufficient  
Whereupon all & singular the Premises being seen and by the Court  
are fully understood for as much as it appears to the Court that the  
Plea aforesaid of the Plt Samuel by him above pleaded & the Matters  
therein contained is a full & sufficient answer to the Declaration of  
the said Biddad, and that the said Biddad by his Plea aforesaid ought  
to receive Nothing - There it is considered by the Court that the said  
Biddad by his Plea aforesaid receive Nothing but that for his ground-  
less claim he be in Money & And it is further considered that the  
said Samuel do recover against the said Biddad his Costs and expending  
the Suit of said Biddad Taxed at £

Whereupon the said Biddad by Joseph Lyman Gunt<sup>r</sup> his Att<sup>r</sup> appeals from  
the Judgment of this Court to the Supreme Judicial Court to be holden at  
Northampton within & for the County of Hampshire on the last Tuesday  
of April next & he recognizes with Sureties for the said Biddad prosecuting  
his said appeal with Effect as by the Recognizance on file does appear

Brown &  
Torney  
Timothy Brown of Manchester in the County of Berks and  
State of Vermont Esq<sup>r</sup> Plt vs. Ripley Torrey of Granville in the County  
of Hampshire German Deft in a Plea as is of Record here before  
The Parties severally appear and agree to refer the Case to the Judges or  
Determination of William Whiting Elijah Durgin & Isaac Baldwin Esq<sup>r</sup>  
the Award of them or any two of them to be final to be returned into the Court  
Judgment to be made up & given up accordingly - And it is agreed by said  
Parties that the Evidence taken before Oliver Phelps Esq<sup>r</sup> of Simon Ester in  
Perpetuam be considered by said Judges as the it was taken according  
to Law & all Evidence that has been heretofore taken in a Cause directed to  
any Court that shall be found legally taken & signed to be true by the Judges  
to be considered as Evidence on both Sides of the question - And thereupon it is  
considered that the foregoing Agreement of the Parties be the Rule of the Court in  
this Case & that they have Day here in Court until the last Tuesday of Aug-  
ust next



Catherine Ward Widow & Samuel Ward Gent<sup>l</sup> both of Lancaster in the County of Worcester Plff<sup>s</sup> v. Solomon Willard of Winchester in the County of Berkshire Ward & al  
& State of New Hampshire Gent<sup>l</sup>men Deft in a Plea as is of Record here before — The Parties appear by their respective Attorn<sup>y</sup>s and agree to a continuance of the Case — and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Ward  
Willard

Samuel Ward of Lancaster in the County of Worcester Gent<sup>l</sup> Plff<sup>s</sup> v. Solomon Willard of Winchester in the County of Berkshire & State of New Hampshire Gent<sup>l</sup>men Deft in a Plea as is of Record here before — The Parties appear by their respective Attorn<sup>y</sup>s & agree to a continuance of the Case — and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Peter Damon of Ludlow in the County of Hampshire Jernan Plff<sup>s</sup> v. John Damon of Springfield in the same County Jernan Deft in a Plea as is of Record here before — The Parties appear, the Referee, publick chosen by the said Parties now send into Court their Award as follows Viz

"We the Subscribers having read the Evidence of the Parties & their Arguments are unanimously of Opinion & do judge & award that the Plaintiff recover of the Defendant and that the Deft should have & recover of said Peter Fifty seven shillings & eight pence lawful money being the Costs of this Reference and also the Costs of Court to be taxed & allowed by the Court &c. Just Lyman Noah Goodman"

Which said Award is accepted and it is considered by the Court that the said John do recover against the said Peter the Costs of his Deft taxed at Four pounds seven shillings & eight pence & that of a

George Synker of Springfield in the County of Hampshire Gent<sup>l</sup> Plff<sup>s</sup> v. Thomas Williston of the same Springfield Platter Deft in a Plea as is of Record here before — The Parties appear & the Referee in Williston the Case now bring into Court their Award as follows Viz

Having notified the Parties & all different Parties heard their with their respective Proofs & Allegations & maturely considered the same do judge award & determine that <sup>Exon of Apr 30. 1790.</sup> George shall recover of Thomas Thirty five pounds five shillings & two pence Damages & Cost of Reference being fifty seven shillings & eight pence & Cost of Court to be taxed by the Court all which is submitted. Justn by Luke Plff Thomas Dwight Referee

Which said Award is accepted and it is considered by the Court that George do recover against said Thomas Thirty five pounds five shillings & two pence of lawful money Damages & Cost of his Deft & taxed at £ 5<sup>00</sup> 18<sup>00</sup> 7<sup>00</sup> & that of a

Exon of Mar 23. 1790

William Brewster Jernan & Sarah his Wife both of West Springfield in the County of Hampshire Plff<sup>s</sup> v. John Williston of the same West Springfield Gent<sup>l</sup> Deft in a Plea as is of Record here before

Brewster & al  
Williston

The Plff<sup>s</sup> being now three Times publicly called to come into Court are Vouch with the Deft defaulted & the Action is dismissed

Samuel Lyman of Springfield in the County of Hampshire Plff<sup>s</sup> v. John Thirkland of Norwich in the County aforesaid Plff<sup>s</sup> Deft in a Plea of Custom as is of Record here before — The Plff<sup>s</sup> appear by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes Default of appearance here & wherefore it is considered by the Court that the said Samuel do recover against the said Thirkland Judgment for his Deft prior of the Lands he demanded and said Thirkland shall in two months pay to Samuel Thirkland one & twenty three pounds four shillings & Cost of Suit taxed at £ 2<sup>00</sup> 3<sup>00</sup> 5<sup>00</sup> — Which said Award is accepted & Exon of June 3. 1790



Parsons  
Sweetland  
Lemuel Parsons of Long Meadow in the County of Hampshire Plaintiff  
vs  
Benjamin Sweetland of the same Long Meadow Defendant in a Plea  
as is of Record heretofore - The Plff appears by Henry Morey Esq<sup>r</sup> his  
Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes  
Default of appearance here - Wherefore it is considered by the Court that the  
said Lemuel do recover against & Benjamin  
of lawful Money Damages & Costs of which taxed at £ 2. 17. 0 & thereof do  
Execution

Palmer  
Lee  
Gad Palmer of Westfield in the County of Hampshire Plaintiff  
vs  
John Lee Esq<sup>r</sup> of the same Westfield Defendant in a Plea as is of Record  
heretofore - The Parties appear, & the Referee heretofore chosen now send  
into Court their Award viz Having given the Parties a full Hearing &  
do award judge & determine that the said Gad Palmer do recover against  
the said John Lee six pounds nine shillings & six pence lawful Money Damages  
& one pound four shillings Costs of Referee Costs of Court to be taxed  
by the Court Samuel Fowler Bookbinding & Adnah Sackett  
Which Award is accepted and it is considered by the Court that the  
said Gad do recover against & John six pounds nine shillings & six pence of  
lawful Money Damages & Costs of which taxed at £ 2. 17. 0 & thereof do  
Execution  
Exec<sup>d</sup> 22<sup>nd</sup> March 1790

Shepard  
Phelps  
Sol<sup>o</sup> Shepard of Westfield in the County of Hampshire Plaintiff  
vs  
George Phelps of the same Westfield Defendant in a Plea as is of  
Record heretofore - The Parties appear by their Att<sup>y</sup>s and agree to refer  
this case to the Judgment & Determination of Mess<sup>rs</sup> John Thatcher Esq<sup>r</sup>  
James Taylor & Henry Morey the Award of them or any two of them to be  
final, to be returned into this Court, Judgment to be made up & Exec<sup>d</sup>  
issued accordingly - And thereupon it is considered by the Court that  
the Agreement aforesaid of the said Parties be a rule to the Court in this  
case and that they have Day here in Court until the last Tuesday of August  
next

Hiscock  
Harwood  
William Hiscock of Westfield in the County of Hampshire Plaintiff  
vs  
Francis Harwood of West Hampton in the same County Defendant in  
a Plea as is of Record heretofore - The Plff appears & the Deft. the three  
Times publicly called to come into Court makes Default of appearance  
here - Wherefore it is considered by the Court that the said William do recover  
against & Francis four pounds thirteen shillings & two pence of lawful  
Money Damages & Costs of which taxed at £ 2. 15. 4 & thereof do  
Execution  
Exec<sup>d</sup> 22<sup>nd</sup> March 1790.

Heith  
Heith & Leg<sup>r</sup>  
Luther Heith of Peterham in the County of Worcester Plaintiff  
vs  
Heith late of Bridgewater in the County of Plymouth his Executors and assigns  
& abounding Debtor & Caleb Heith of Pelham in the County of Hampshire his  
the said Calvin Agent & Factor Defendant in a Plea as is of Record heretofore  
The Plff appears by Simon Stone Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by Abner Morgan Esq<sup>r</sup>  
his Att<sup>y</sup> and they agree to a continuance of this case - and it is considered  
by the Court that they have Day here in Court until the last Tuesday of August  
next

Jackson  
Dalrymple  
James Jackson of Roxbury in the County of Suffolk Plaintiff  
vs  
Dalrymple of Colrain in the County of Hampshire Defendant in a Plea  
as is of Record heretofore - The Plff appears by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> &  
the Deft by W<sup>m</sup> Colman Esq<sup>r</sup> his Att<sup>y</sup> and they agree to a continuance of this  
case, and it is considered by the Court that they have Day here in Court  
until the last Tuesday of August next



John Brown of Belberrystown in the County of Hampshire Plaintiff  
 vs Beriah Hawes of New Braintree in the County of Worcester Defendant  
 Debt in a Plea as is of Record here before. The Parties appear & the  
 Defenses hitherto shewn now bring into Court their Award as follows.

Brown  
 vs  
 Hawes

We the Subscribers do, having fully heard the said Parties their Allega-  
 tions & Evidence & has do award that the said John Brown do re-  
 cover of the said Beriah Hawes fifteen shillings & eight pence lawful  
 Money Damages & the sum of four pounds eleven shillings & six pence  
 being the Cost of a former Deposition awarded to Brown in which  
 Hawes refused to abide as likewise the Cost of the Court of Com-  
 mon Pleas to be by them taxed & the sum of seven pounds & six  
 pence being the Cost of Writs & Parties  
 Expenses Charge & Cost of the Cause included the whole of the above  
 sums amounting to Thirteen pounds three shillings & eight pence  
 exclusive of the Court of Common Pleas Dues all which is sub-  
 mitted Daniel Gould & Seal Aaron Merrick & Seal Robt Fildes Seal  
 Which said Award is accepted and it is considered by the  
 Court that the said John do recover against the said Beriah fifteen  
 shillings & eight pence of lawful Money Damages & Costs of Court  
 taxed at £14. 8. 3 & the of do  
 Given at Paris 26. 1790

Jamuel Ward of Lancaster & David Sanderson Junr of Peterborough both Ward  
 in the County of Worcester Gentlemen Plaintiffs vs Abigail Jones of the same  
 County a Plea as is of Record here before. The Defendants appear by Joseph Foster Esqr  
 their Att<sup>y</sup> and the Defts the three Times publicly called to come into Court  
 make Default of appearance here & thereupon it is consid-  
 ered by the Court that this can be continued for Judgment until  
 the last Tuesday of August next

Ward  
 vs  
 Jones

Joseph Miller of Ludlow in the County of Hampshire Plaintiff  
 vs Noble Dewey of Boston & Solomon of the same both Defendants  
 County a Plea as is of Record here before -

Miller  
 vs  
 Dewey

The Plaintiff appears by Messrs Phelps Esqr his Att<sup>y</sup> and the Defts by Simon  
 Strong Esqr their Att<sup>y</sup> come & defend & a reserveing Liberty to alter  
 their Plea upon the Appeal for the Plaintiff say that they never promised  
 in manner & form as the Plaintiff in his Declaration hath alleged  
 & that of just themselves upon the Country and the said  
 Joseph says that the Plea of the said Noble & Solomon are insuffi-  
 cient in Law for him that Joseph to answer unto & to which  
 Plea he the said Joseph is in no wise bound or obliged by the Law  
 of the Land to answer thereto & that he is ready to verify, therefore  
 for want of a sufficient Plea the said Joseph prays Judgment  
 for his Damages & Costs and the said Noble & Solomon say  
 their Plea is sufficient & whereupon all & singular the Points  
 being put & by the Court are fully understood, forasmuch as it  
 appears to the Court that the Plea & answer of the said Noble & Solomon  
 be them above pleaded & the Matter therein contained is a full and  
 sufficient answer to the Declaration of the said Joseph, and that the  
 said Joseph by his Plea & answer ought to receive Nothing - Therefore  
 it is considered by the Court that the said Joseph by his Plea & answer do  
 receive Nothing but that for his groundless Claim he be in mercy &c

And it is further considered that the said Noble & Solomon do recover against  
 said Joseph their Costs taxed at £  
 his Att<sup>y</sup> & answer appeals from the Judgment of this Court to the Supreme  
 Judicial Court to be held at Northampton in & for the County a Plea as is of  
 Record here before & he requires writs & further for the said Joseph prays  
 nothing his said appeal as appears by his Prognation on File



- Carter William Parker of Westfield in the County of Hampshire Yeoman Plaintiff  
 v. Elliston of Newbury in the same County Yeoman Defendant in a Plea as is of  
 Record here before — The Plaintiff appears by Moses Shipley Esq. & the Defendant by Simon Strong  
 Esq. his Att. and they agree to a Continuance of this Case — And it is considered  
 by the Court that they have Day here in Court untill the last Tuesday  
 of August next
- Field & al Robert Field of Greenwich in the County of Hampshire & Rachel his Wife Plffs  
 v. Isaac Povey of the same Greenwich Esq. & Joseph Prior Tobes late of Greenwich  
 Povey & al Yeoman Defts in a Plea as is of Record here before — The Plaintiff being  
 now three Times publicly called to come into Court are non-suit the Defts defaulted  
 and the Action is dismissed
- Field & al Jonathan Field of Newbury in the County of Hampshire Yeoman & Sarah  
 his Wife Plffs v. Nathaniel Briggs of Newbury in the same County Yeoman  
 Briggs Deft — The Plaintiff appears by Simon Strong Esq. his Att. & the Defendant by John  
 Taylor Gent. his Att. comes & moves that this Case may be continued to the  
 next Term — And it is considered by the Court that the said Parties have  
 Day here in Court untill the last Tuesday of August next
- Church Richard Church of South Hadley in the County of Hampshire Yeoman  
 v. Crumb Phineas Crumb of Leyden in the same County Shoemaker Deft  
 Crumb in a Plea as is of Record here before The Plaintiff being now three Times called  
 is non-suit the Deft defaulted & the Action is dismissed
- Dickinson & al Elijah Dickinson Gent. & Eliza Dickinson Yeoman both of Hatfield & Bradish  
 Ex. v. Dickinson of Northfield Gent. all in the County of Hampshire Executors of  
 the last Will & Testament of Bradish Dickinson late of Hatfield deceased  
 v. Andrew Abernombie of Pelham in the same County Executor  
 of the last Will & Testament of Robert Abernombie late of Pelham  
 Gent. deceased Defts — The Parties appear & agree to a Continuance  
 of this Case — And it is considered by the Court that the said Parties  
 have Day here in Court untill the last Tuesday of August next
- Sprout Nathaniel Sprout of Haverhill in the County of Middlesex Yeoman Plff v.  
 Jordan Esq. Philip Jordan late of Haverhill an absent & absconding Debtor & Jacob Sampson  
 Junr. Yeoman & George Sampson Yeoman both of Newbury in the County of  
 Worcester Agents Factors & Trustees of the said Philip Defts in a Plea as is of  
 Record here before — The Plaintiff appears by Simon Strong Esq. & it is considered  
 by the Court that this Case be continued untill the last Tuesday of August next
- Cutler Robert Cutler of Amherst in the County of Hampshire Physician Plaintiff  
 v. Dickinson Eben Dickinson late of Pelham in the same County Yeoman an absent  
 & absconding Debtor & Jonathan Snow of the same Pelham Yeoman his  
 Agent Factor & Trustee Defts — The Plaintiff appears by Simon Strong Esq.  
 & it is considered by the Court that this Case be continued to the last  
 Tuesday of August next
- Bingham & al Ebenezer Bingham of Haverhill in the State of New Hampshire Trader Plaintiff  
 v. Goodman & al Noah Goodman of South Hadley in the County of Hampshire Esq. Defts  
 in a Plea as is of Record here before — The Parties appear & agree to  
 a Continuance of this Case — And it is considered by the Court that  
 they have Day here in Court untill the last Tuesday of August next
- Dickinson & al Elijah Dickinson of Hatfield in the County of Hampshire Yeoman Plaintiff  
 v. Thomas Hastings of Amherst in the same County Yeoman Administrator  
 of the Estate of Thomas Hastings late of the same Amherst deceased  
 Deft in a Plea as is of Record here before — The Parties appear and  
 agree to a Continuance of this Case — And it is considered by the  
 Court that they have Day here in Court untill the last Tuesday of  
 August next



Elizabeth Dickinson Gen<sup>l</sup> & Sister Dickinson of Norwich & Bradish Dickinson Gen<sup>l</sup> all late of Hatfield in the County of Hampshire Executors of the last Will & Testaments of Bradish Dickinson late of said Hatfield deceased Plffs vs Thomas Hastings of Andover in the same County Yeoman Administrator on the Estate of Thomas Hastings late of the same Andover deceased Deftn. The Parties appear & agree to a Continuance - And it is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next

Pratt  
Hickson

David Pratt of Belkinstown in the County of Hampshire Gen<sup>l</sup> Plff vs Elkanah Hickson of Ware in the same County Barber & Shaver Deftn in a Plea & as is of Record heretofore The Plff being called is Non-suited the Deft defaulted & the Action is dismissed

(David Pratt as in the Case above Plff vs Elkanah Hickson as above Deftn - The Plff being called is Non-suited the Deft defaulted & the Action is dismissed

Warner  
Smith

Jonathan Warner of Hadley in the County of Hampshire Gen<sup>l</sup> Plff vs Oliver Smith of the same Hadley Gen<sup>l</sup> Deftn in a Plea as is of Record heretofore - The Plff appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by Moses Bliff Esq<sup>r</sup> & brings into Court the sum of Thirty pounds lawful Money which he says is in full of the Money now due & payable of the same note declared & offers the same to the Plff if he will accept thereof & four pounds for the Costs already arisen on the said Suit which he prays may be taxed by the Court & said Oliver prays & moves the Court that the said sum of thirty pounds may be struck out of the Plffs Declaration & that the Plff may further prosecute his Suit at the Cost of future Costs & that the same may be made a Rule of this Court - And it is considered that the Tender aforesaid of the said Oliver be accordingly made a Rule of this Court and the Costs of the Suit to this Time is now taxed at £2. 2. 0

And further O Oliver comes & depends the Forced Injury when he says that he never promised in Manner & Form as the Plff in his Declaration hath set forth against him & that of just himself on the Country - And the Plff likewise does the same - A Jury now returned impanelled & sworn to try the Issue declare upon their Oath that they find that the Deft did not promise in Manner & Form set forth in the Declaration

And thereupon it is considered by the Court that the S<sup>r</sup> Oliver do recover against said Jonathan his Costs at the Trial to the Jury taxed at £ - The S<sup>r</sup> Jonathan by Rodrick Warner his Att<sup>y</sup> acknowledges he has received £32. 2. 0

Leavitt  
Bill

Thaddus Leavitt of Suffolk in the County of Suffolk & State of Conne- hant Esq<sup>r</sup> Plff vs Jabez Bill of Norwich in the County of Hampshire Yeoman Deftn in a Plea of Ejectment as is of Record heretofore The Plff appears by Moses Bliff Esq<sup>r</sup> his Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes Default of Appearance here wherefore it is considered by the Court that said Thaddus do recover against said Jabez Possession of the Lands demanded & the Building thereon unless S<sup>r</sup> Jabez shall within two months the sum of and Costs of Suit taxed at £2. 4. 5

Writ of Fac<sup>l</sup> hab<sup>l</sup> Plff<sup>l</sup> of May 24. 1790

John Smith of Dedham in the County of Suffolk Plff vs Moses Dewey of Trint Westport in the County of Hampshire Gen<sup>l</sup> Deftn in a Plea as is of Record heretofore - The Parties appear & agree to a Continuance of this Case & it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Dewey



Fowler  
In Remembrance  
Said Fowler of Southwick in the County of Hampshire Gent<sup>m</sup> vs. John Smith Esq<sup>r</sup> & John Smith Esq<sup>r</sup> both of the same, Southwick Gent<sup>m</sup> Debt in a Plea as is of Record heretofore  
The Parties appear, and the Jurors herefore chosen by the Parties now send  
in their award as follows: Voz We the subscribers having fully heard the Allegations  
Evidence & Pleas of the Parties & duly considered the Cause do hereby award that  
the Debt recover of the Debt Fifty One pounds fourteen shillings & 6 pence lawful money  
for his Damages & two pence eleven shillings for Cost of Suit the Cost of  
pounds to be taxed by the Court Pliny Hillyer James Perkins John Southwell  
which award is accepted & it is considered by the Court that said John do  
recover against said John & John In Pay one pound fourteen shillings & 6  
lawful money Damages & Cost of Suit & taxed at £5.10.0 & thereof  
Given at Mar 25. 1790 -

Ludington  
Smith & al.  
Daniel Ludington of West Springfield in the County of Hampshire Yeoman  
vs. John Smith of Cheshire in the same County Yeoman otherwise called  
Gent<sup>m</sup> & John Smith Esq<sup>r</sup> of the same Cheshire Deft in a Plea as  
is of Record heretofore - The Plt being three Times called is Nonsumit  
the Debt defaulted & the Action is dismissed

Fowler  
Howers  
Bilddad Fowler of Westfield in the County of Hampshire Yeoman Plt vs. Samuel  
Howers of West Springfield in the same County Gent<sup>m</sup> Debt in a Plea as is  
of Record heretofore & The Plt appears by Joseph Lyman Gent<sup>m</sup> his Att<sup>r</sup> the  
Deft comes & moves for a Continuance of this Case & it is considered by the Court  
that the said Parties have Day here in Court untill the last Tuesday of August next

Loomis  
Loomis & al.  
Bilddad Fowler of Westfield in the County of Hampshire Yeoman Plt vs.  
Joseph Loomis & Ezra Loomis Yeomen both of Lancaster in the County  
of Berkshire Deft in a Plea as is of Record heretofore The Plt being  
now three Times called to come into Court is Nonsumit, the Debt defaulted  
& the Action is dismissed

Fowler  
Parsons & al.  
Bilddad Fowler Gent<sup>m</sup> of Southwick in the County of Hampshire Gent<sup>m</sup> vs. Daniel  
Parsons Gent<sup>m</sup> & Barn Park Yeoman both of Springfield in the same County  
Deft in a Plea as is of Record heretofore - The Parties appear agree to refer  
this Case to the Judgment & Determination of Samuel Walter William Apukon  
& Mr<sup>r</sup> Burbanks Esq<sup>r</sup> the award of them or any two of them to be final to be  
returned into this Court Judgment to be made up & Execution issued accordingly  
And it is considered that this Agreement be the Rule of this Court in  
this Case & that the said Parties have Day here in Court untill the last Tuesday  
of August next

Mumford  
Cook  
William Mumford of West Springfield Yeoman Plt vs. Samuel Dore Cook  
of Greenfield in the same County Reader alias Yeoman Deft - The Plt appears  
and it is considered by the Court that this Case be again continued for Judg  
ment to the last Tuesday of August next

Everett  
Anderson  
Gerrish Everett of Salisbury in the County of Windham State of Vermont  
Yeoman Plt vs. William Anderson of the same in the County of Hampshire  
Yeoman Deft in a Plea as is of Record heretofore - The Plt being three Times  
called to come into Court is Nonsumit the Debt defaulted & the Action is dismissed

Lyon  
Peck  
John Lyon of Greenfield in the County of Hampshire Yeoman Plt vs. John  
Peck of Northfield in the County of the same Yeoman Deft in a Plea as is of Record  
heretofore - The Plt appears by Wm Colman Gent<sup>m</sup> his Att<sup>r</sup> the Deft the  
three Times publicly called to come into Court makes Default of Appearance  
here - Wherefore it is considered by the Court that the said John do recover  
against said John nine pounds twelve shillings & six pence of lawful money  
Damages & Cost of Suit & taxed at £9.2.6 & thereof  
Given at Mar 25. 1790



Noah Burt of Southampton in the County of Hampshire Yeoman Plaintiff Nathaniel Loomis of the same Southampton Yeoman Defendant in a Plea de as is of Record here before. The Plaintiff appears by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the Defendant the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Noah do recover against the said Nathaniel Twelve pounds nine shillings of lawful money Damages & Costs of Suit taxed at £ 2. 8. 3 & thereupon Ex<sup>co</sup> of Mar 30<sup>th</sup> 1790

Burt  
Loomis

Obadiah Dickinson of Northfield Gent<sup>l</sup> & Elijah Dickinson Gent<sup>l</sup> & Eldred Dickinson son Yeoman both of Hants all in the County of Hampshire Executors of the last Will & Testament of Obadiah Dickinson late of Hants died & Plaintiff Dewey. Notes Dewey of Westfield Yeoman Defendant in a Plea de as is of Record here before. The Plaintiff now appears. And it is ordered by the Court that this Case be continued for Judgment to the last Tuesday of August next.

Dickinson  
Dewey

John Worthington of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff & Salathiel Benjamin of Worthington in the same County Yeoman Defendant in a Plea de as is of Record here before. The Plaintiff appears by J<sup>r</sup> Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Defendant the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said John do recover against said Salathiel his portion of the Lands demanded with the Appurtenances, unless the said Salathiel shall in two months pay to said John One hundred & nine pence and Costs of Suit taxed at £

Worthington  
Benjamin

Jacob Shudall of Ludlow in the County of Hampshire Esq<sup>r</sup> Plaintiff & Thos all v. Philemon Bromby late of Ludlow Yeoman Defendant in a Plea de as is of Record here before. The Plaintiff appears by J<sup>r</sup> Hooker Esq<sup>r</sup> his Att<sup>y</sup> and the Defendant the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Jacob do recover against the said Philemon Six pounds eleven shillings lawful money Damages and Costs of Suit taxed at £ 2. 10. 1 & thereupon Ex<sup>co</sup> of Mar 23<sup>rd</sup> 1790

Shudall  
Bromby

William Lyon late of Woodstock in the County of Windham & State of Connecticut Gent<sup>l</sup> Plaintiff & Marshall of Goshen in the County of Hampshire Husbandman Defendant. From the Judgment of W<sup>m</sup> White Esq<sup>r</sup> as is of Record here before. The Parties appear & agree to a Continuance of this Case. And it is considered by the Court that the said Parties have Day here in Court until the last Tuesday of August next.

Lyon  
Marshall

William Lyon of Woodstock in the County of Windham & State of Connecticut Gent<sup>l</sup> Plaintiff & Joshua Abel of Goshen in the County of Hampshire Husbandman Defendant in a Plea de as is of Record here before. The Parties appear & agree to refer this Case & all Demands & Matters of Controversy subsisting between them to the Judgment & Determination of Dwight Foster Esq<sup>r</sup> Jun<sup>r</sup> & Newell Esq<sup>r</sup> & W<sup>m</sup> Brathorn Esq<sup>r</sup> the two of them or any two of them to be returned into this Court Judgment to be made up & Ex<sup>co</sup> of accordingly. And thereupon it is considered by the Court that the Agreement & parcel of the said Parties be the Rule of this Court in this Case. And that they have Day here in Court until the last Tuesday of August next.

Lyon  
Abel

William Webber Yeoman, & his Wife & al. Plaintiff & Jonathan Charles of Springfield in the County of Hampshire Defendant in a Plea de as is of Record here before. The Parties appear & agree to a Continuance of this Case. And it is considered by the Court that they have Day here in Court until the last Tuesday of August next.

Webber & al  
Charles



Hood  
Monson  
Sara Hood of New Durham in the County of Albany & State of New York  
Husbandman vs. the Inhabitants of Monson in the County of Hampshire  
Defts in a Plea as is of Record here before. The Plff appears by Moses  
Wiff Esq<sup>r</sup> his Att<sup>r</sup> and the Defts by Abel Goodell their Equat<sup>r</sup> come and  
depend as I for the say that they never promised in Manner & Form  
as the Plff in his Declaration hath alledged & that of just themselves on  
the Country - and the s<sup>d</sup> Sara likewise - A Jury now return.  
I am persuaded as the Statute requires, & sworn to try the Issue declare  
upon their Oath that they find the Defts never promised as set forth  
in the Declaration - and thereupon it is considered by the Court  
that the said Defts do recover against the Plff their Costs taxed at  
Eight pounds fifteen shillings & seven pence & three of a

Frenton  
Holland  
John Frenton of South Primsfield in the County of Hampshire  
Yeoman vs. the Inhabitants of Holland in the same County  
Defts in a Plea as is of Record here before. The Parties appear  
and on the Motion of the Defts it is considered that they have Day  
here in Court until the last Tuesday of August next

Lilly  
Collins &  
Nathan Lilly of Primsfield in the County of Hampshire Gent<sup>r</sup> Plff vs.  
Nathan Collins late of Primsfield Husbandman an abscond & abscond  
ing Debtor & Lewis Collins of Primsfield Yeoman his Executors & Trustees  
Defts in a Plea as is of Record here before. The Plff appears & it is con-  
sidered that the s<sup>d</sup> Parties have Day here in Court until the last Tuesday  
of August next

Abbott  
Thompson  
Nathan Abbott of Primsfield in the County of Hampshire Plff vs.  
Smith Plff vs. James Thompson late of Monson in the same County an  
abscond & absconding Debtor & Solomon Thompson of Monson Equat<sup>r</sup>  
& Trustee to said James - Defts in a Plea as is of Record here before  
The Plff appears, & it is considered by the Court that the s<sup>d</sup> Parties  
have Day here in Court until the last Tuesday of August next

Snow  
Dunham  
Moses Snow of Conway in the County of Hampshire Gent<sup>r</sup> Plff vs.  
Daniel Dunham of Conway Yeoman & Abigail Cottle of Conway  
Yeoman Defts in a Plea as is of Record here before. The Parties  
appear, and the Referees here before chosen now bring in their  
Award as follows. Viz. We the Subscribers do, having fully read  
the aforesaid Parties & duly considered their several Pleadings & Allega-  
tions & do judge & determine that the said Moses Snow do sue  
over against the s<sup>d</sup> Daniel Dunham & Abigail Cottle Nineteen  
pounds fifteen shillings & three pence lawf<sup>d</sup> Money Damages and  
Two pounds four shillings & ten pence lawf<sup>d</sup> Money Costs of  
Preference with the Costs of Court to be taxed by the Court with our  
hands & seals. That William & Nathaniel Barnard & Nathaniel Calkin  
& Nathaniel - which I Award is accepted - And it is considered by  
the Court that s<sup>d</sup> Moses do recover against s<sup>d</sup> Daniel & Abigail  
Nineteen pounds fifteen shillings & three pence lawf<sup>d</sup> Money Damages  
& Costs of Suit taxed at £4<sup>l</sup> 15<sup>s</sup> 3<sup>d</sup> & three of a Ex<sup>te</sup> of Mar 25. 1790

Abell  
Lyon  
Joshua Abell of Goshen in the County of Hampshire Plff vs. William Lyon  
late of Woodstock in the County of Windham & State of Connecticut Gent<sup>r</sup> at Trial  
vs. Yeoman Defts in a Plea as is of Record here before. The Parties appear and agree  
to refer this case with all Demands to the Judgment & Determination of Doughty Foster  
Esq<sup>r</sup> John Newell Esq<sup>r</sup> & Mr Jonathan Dwyer the Award of them or any two of them  
to be final, to be returned into the Court Judgment to be made up & confirmed  
accordingly - And it is considered by the Court that the agreement of the said  
Parties be the Rule of this Court in this case - And that they have Day here in Court  
until the last Tuesday of August next



John Harback of Boston in the County of Suffolk Gent<sup>l</sup> vs Aaron Dickinson  
son of Amos in the County of Hampshire Gent<sup>l</sup> Debt in a Plea of Cuten-  
ent &c as is of Record here to fore The Plaintiff by Samuel Thimbley Esq<sup>r</sup> Harback  
his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court makes Dickinson  
Default of Appearance here Wherefore it is considered by the Court that the  
said John do recover against the said Aaron a Possession of the 5000 Shillings & Land dem-  
anded with the Appurtenances &c & Costs shall in two months  
pay said seventy six pounds & sixteen shillings and it is also con-  
sidered that the said Aaron pay the Costs of Suit taxed at 4s 6d & there of &c  
Writ of Faci hab<sup>t</sup> 20<sup>th</sup> May 11<sup>th</sup> 1790

Isaac Benton of Salisbury in the County of Wilts paid & State of Connecticut Benton vs  
John Carpenter Esq<sup>r</sup> vs Jason Gady late of Salisbury in the County of Hampshire & Esq<sup>r</sup>  
Gladys of Concord an absconding Debtor & Parker Debt of 100 Shillings & found  
his Executors & Trustees Debt in a Plea as is of Record & The Def<sup>t</sup> now  
discontinues his Action & the Def<sup>t</sup> does not appear

Joshua Healey of Chesterfield in the County of Hampshire Gent<sup>l</sup> vs Aaron Jewell  
of the same Chesterfield Yeoman Debt in a Plea as is of Record here to fore Healey  
The Parties now appear & the Referees here to fore the Jewell  
now sent into Court their award as follows ~ We the Subscribers &c  
having fully heard & Parties & their several Pleas Proofs & Allegations  
& finally considered the same do award & determine that said  
Joshua Healey do recover against said Aaron Jewell Forty three pounds  
ten shillings & Costs of Reference Three pounds seven shillings &  
several pence & the Costs of Court to be taxed by the Court all which  
is submitted By<sup>n</sup> Burgess William Little John Marsh Referees  
which I award is accepted ~ and it is considered by the Court  
that the said Joshua do recover against the said Aaron Forty three pounds  
& ten shillings of lawful Money Damages & Costs of Suit &c taxed  
at 5s 6d & there of &c Ex<sup>o</sup> 23<sup>rd</sup> Mar 23<sup>rd</sup> 1790

Daniel Thirkland of Norwich in the County of Hampshire Gent<sup>l</sup> vs Thirkland  
vs Daniel Penneth late of Norwich Husbandman an absconding Debtor & John Thirkland Esq<sup>r</sup> & Charles William Yeoman  
both of the same Norwich Agents & Trustees of the said Daniel Debt  
in a Plea as is of Record here to fore ~ The Plaintiff appears & it is considered by  
the Court that the Case be continued to the second Tuesday of August next

Edw Case of Springfield in the County of Hartford & State of Connecticut Case  
Gent<sup>l</sup> vs John Case Esq<sup>r</sup> vs Edward Giles Esq<sup>r</sup> of Charlestown in the  
County of Hampshire Yeoman Debt in a Plea as is of Record Giles  
here to fore ~ The Parties appear and agree to a Continuance of  
this Case ~ And it is considered by the Court that they have Day  
here in Court until the last Tuesday of August next

Elisha Waich of Hatfield in the County of Hampshire Yeoman Plaintiff vs  
Abel Atlas late of Hatfield aforesaid Physician Debt in a Plea as is of Record Waich  
here to fore ~ The Plaintiff appears by Samuel Thimbley Esq<sup>r</sup> Atlas  
his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called to come into Court  
makes Default of Appearance here ~ Wherefore it is considered  
by the Court that the said Elisha do recover against the said Abel  
Thirty pounds ten shillings & nine pence of lawful Money Damages  
& Costs of Suit taxed at 4s 6d & there of &c Ex<sup>o</sup> 23<sup>rd</sup> Mar 23<sup>rd</sup> 1790

Levi Shephard of Northampton in the County of Hampshire Gent<sup>l</sup> vs Shephard  
vs Lyman Clark of the same Northampton Yeoman Debt in a  
Plea as is of Record here to fore ~ The Plaintiff appears by Samuel Clark  
Thimbley Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called to  
come into Court makes Default of Appearance here ~  
Wherefore it is considered by the Court that the said Levi do recover  
against the said Lyman Three pounds eighteen shillings & four  
pence lawful Money Damages & Costs of Suit taxed at 2s 6d & there of &c  
Ex<sup>o</sup> 23<sup>rd</sup> Mar 23<sup>rd</sup> 1790



Leaver & al Ebenezer Leaver of Boston in the County of Suffolk Plaintiff & Peter Schenck not late of  
said Boston Esq. Defendant in a Plea as is of Record here before  
Judicial in this County of Hampshire Deft in a Plea as is of Record here before  
The Plea appears by Samuel Shinkley Esq. his Att<sup>y</sup> & the Deft. the three Times pub-  
licly called to come into Court making Default of Appearance here - Wherefore it is  
considered by the Court that said Leaver & Schenck do recover against the  
said Deft & Boltwood Twelve pounds seventeen shillings eight pence of  
lawful Money Damages & Costs of Suit taxed at £ 7. 15. 7 & thereof an

boodage Joseph Boodage of Boston in the County of Suffolk Merchant Plaintiff  
Boltwood Ebenezer Boltwood of Amherst in the County of Hampshire Defendant  
in a Plea as is of Record here before The Plea appears by Samuel Shinkley  
Esq. his Att<sup>y</sup> & the Deft. the three Times publicly called to come into Court  
making Default of Appearance here - Wherefore it is considered by the  
Court that said Joseph do recover against said Ebenezer Fifty nine pounds  
two shillings & four pence lawful Money Damages & Costs of Suit taxed  
at £ 7. 2. 11 - Afterwards at this same Term said Ebenezer by Sim<sup>on</sup>  
Strong Esq. his Att<sup>y</sup> comes here into Court & appeals from the Judgment  
of this Court to the Supreme Judicial Court to be holden at Northamp-  
ton in & for the County of Hampshire on the last Tuesday of April  
next & he recognises with Sureties for his & Ebenezer's prosecuting  
his Appeal with Effect as by a Recognizance on File does appear

Lysman John Lysman of Northampton in the County of Hampshire Plaintiff  
Clark Lyman Clark of the same Northampton Town Defendant in a Plea as  
is of Record here before The Plea appears by Sam<sup>uel</sup> Shinkley Esq. his  
Att<sup>y</sup> & the Deft. the three Times publicly called to come into Court making  
Default of Appearance here - Wherefore it is considered by the Court  
that the said John Lysman do recover against the said Lyman Clark  
Fifteen pounds twelve shillings & six pence of lawful Money Damages  
& Costs of Suit taxed at £ 2. 14. 2 & thereof an Escrow Mar 23 1790 -

Sprague John Sprague Esq. William Brewster of Northampton Plaintiff  
Sackett all of East Springfield in the County of Hampshire Plaintiff & Zavan Sacket of  
Northampton in the same County Defendant in a Plea as is of Record  
here before The Parties appear & agree that this Case be continued to  
the next Term without Cost - And it is considered by the Court  
that they have Day here in Court untill the last Tuesday of August next

Canborn Gains Canborn of Springfield in the County of Hampshire Plaintiff  
Parsons Elish Parsons of Westchester in the same County Defendant in a Plea as  
is of Record here before The Plea appears by George Esq. his Att<sup>y</sup> &  
the Deft. the three Times publicly called to come into Court making Default of Ap-  
pearance here - Wherefore it is considered by the Court that the Gains  
do recover against said Elish Seven pounds sixteen shillings & nine pence lawful  
Money Damages & Costs of Suit taxed at £ 2. 10. 0 & thereof an Escrow Mar 23 1790 -

Boltwood Solomon Boltwood of Amherst in the County of Hampshire Plaintiff  
Boltwood Boltwood of the same Amherst Town Defendant in a Plea of Replevin as is  
of Record here before The Parties appear & agree to a continuance of this Case under  
the same Rule of Reference here before entered into - And it is considered by the  
Court that they do accordingly have Day here in Court untill the last Tuesday  
of August next

Calap Samuel Calap of Cape Elizabeth in the County of Cumberland Merchant Plaintiff  
Matthews John Matthews of Colram in the County of Hampshire Plaintiff in a Plea  
as is of Record here before The Parties appear by their Att<sup>ys</sup> and they agree to a  
continuance of this Case - And it is considered by the Court that the said  
Parties have Day here in Court untill the last Tuesday of August next



Memor Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> Plaintiff  
v. William Scott of Palmer in the same County Gent<sup>l</sup> Defendant in a Plea de  
of Record here to fore The Plea appears by Mr Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the Deft<sup>d</sup>  
by George Bliff Gent<sup>l</sup> his Att<sup>y</sup> counsel moves for a Continuance of this Case  
and it is considered by the Court that the said Parties have Day here in  
Court untill the last Tuesday of August next

Daniel Townbridge of Buckland in the County of Hampshire Plaintiff  
v. Hugh Maxwell of Heath in the same County Esq<sup>r</sup> Defendant in a  
Plea de as is of Record here to fore The Plea appears by Simon Strong  
Esq<sup>r</sup> his Att<sup>y</sup> and the Deft<sup>d</sup> by Moses Bliff Esq<sup>r</sup> his Att<sup>y</sup> counsel deposes  
the Townbridge Injury return de. & for Plea says he is not guilty & that of  
fault himself on the Country & and the Plea is received

A Jury being now returned impanelled & sworn to try the Issue delate  
upon their Oaths that they find the Deft<sup>d</sup> is guilty and a Plea Damages for  
the Plea at Twenty five pounds And the Jury is considered by  
the Court that the said David do recover against the Deft<sup>d</sup> Fifty  
five pounds of lawful Money Damages & Costs of such taxed at £10.3.6  
& there of do Exon r<sup>d</sup> Mar 23. 1790

Warren Parks of Westfield in the County of Hampshire Gent<sup>l</sup> Plaintiff  
v. Samuel Mome of Northampton in the same County Plaintiff Defendant in  
a Plea de as is of Record here to fore The Plea being now this Time  
called as Non suit the Deft<sup>d</sup> defaulted & the Action is dismissed

Solomon Allen of Northampton in the County of Hampshire Gent<sup>l</sup> Plaintiff  
v. Moses Chapman of Northampton in the same County Blacksmith  
Defendant in a Plea de as is of Record here to fore The Plea being now Chapman  
this Time called to come into Court is Non suit the Deft<sup>d</sup> defaulted  
& the Action is dismissed

William Clark of Sharon in the County of Litchfield & State of Vermont  
v. Joshua Rugg of Greenfield in the County of Hampshire Plaintiff  
Defendant in a Plea de as is of Record here to fore The Parties appear &  
agree to a Continuance of this Case and it is considered by the Court  
that they have Day here in Court untill the last Tuesday of August next

Alpheus Narramore of Goshen in the County of Hampshire Plaintiff  
v. Simon Parsons of Northampton in the same County Plaintiff Defendant  
in a Plea de as is of Record here to fore The Plea being this Time called  
to come into Court is Non suit the Deft<sup>d</sup> defaulted & the Action is dis  
missed

Elijah Dickinson Gent<sup>l</sup> & Ebenezer Dickinson Plaintiff both of Hatfield & Obadiah Dickinson  
Defendant of Northfield Gent<sup>l</sup> all in the County of Hampshire Executors of  
the last Will & Testament of Obadiah Dickinson late of Hatfield deceased  
Plea v. Ruben Fretwell of Leyden in the same County Plaintiff Defendant  
in a Plea de as is of Record here to fore The Parties appear & agree to  
refer this Case & the Title of the Lands demanded to the Judgment & Determin  
ation of John Williams Esq<sup>r</sup> Isaac Newton Gent<sup>l</sup> & Ebenezer Mat  
toon Esq<sup>r</sup> the Award of them or any two of them to be final to be  
returned into the Court Judgment to be made up & Exon r<sup>d</sup> paid  
accordingly and it is considered by the Court that the Parties have  
Day here in Court under the Agreement aforesaid which is made a Rule  
of this Court untill the last Tuesday of August next

John Dickinson of Hatfield v. Jonathan Scott & others as is of Record here to fore  
The Plea now appear & having been fully heard touching their said Memorial  
and the Court having fully considered the same, are pleased to order that Scott & al  
Ephraim Hawks & Charles Butler & Ruben Child, Esq<sup>r</sup> in Law to the said Aaron  
Scott be discharged of further answering to the Complaint and it is further  
considered that Jonathan Scott & al. toll the Tax of the said Aaron as in



Law chargeable with the Support & Maintenance of the said Aaron so far as he shall need the same - and they are required accordingly to pay to the said Select Men of Dursfield the Charge & Expence they have already incurred for & necessary Support of the said Aaron. & to grant him in future what shall be necessary for his future Support

Robbins v Joseph Goodale  
Aug. 1<sup>st</sup> 1789  
Explain Robbins of Warwick in the County of Hampshire Husbandman Plaintiff  
v Joseph Goodale of the same Warwick Husbandman Defendant in a Plea as is  
of Record at the February Term 1789 which Case was then entered & at the Term  
following was defaulted - and now at this Time is reentered by the Agree-  
ment of the said Parties, who now agree to a further Continuance - and it is  
considered by the Court that they have Day here in Court until the last Tuesday  
of August next

### New Entries

Forward v Justus Forward of Belchertown in the County of Hampshire Clerk or Medad  
Thornton & Jeremiah Thornton both of Belchertown Yeomen Defendants The said  
Parties having entered into a Rule of Reference before Caleb Clark Esq  
Just. & C. J. The Reference now being into Court their Award as follows  
Viz We the Subscribers do after hearing the Evidence on both Sides & the Pleas  
& Allegations made by each Party do award & settle the Sum of Thirty  
seven pounds Damage to P. Justus Forward & two pounds & six pence for  
Justus for & Witnesses Expence of the House twelve shillings & eight pence  
shillings for the Papers & Service Cost of Court to be taxed by the Court  
Elijah Duggitt John Goodt Amasa Rott Referees  
which said Award is accepted & it is considered by the Court that the said  
Justus do recover against the said Medad & Jeremiah Thirty seven pounds  
of lawful Money Damages & Cost of Suit as taxed at £ 4. 8. 10 & the Costs  
of Court of Feb. 8. 1791

Wait v John Thewin  
Sherwin  
No 2  
Elijah Wait of Ashfield in the County of Hampshire Yeoman v John Thewin  
of the same Ashfield Having entered into a Rule of Reference before Israel  
Hobart Esq Just. & C. J. The Reference now send into Court their Award as  
follows Viz We the Subscribers do after a full hearing of the Parties with  
their Evidence & maturely considering the same do award that P. John Thewin  
pay said Elijah Wait Eight Shillings & his Cost of Suit & Expenses taxed at  
thirty seven shillings & five pence & that this shall be a final Settlement for  
all Demands of what kind soever between the said Parties to this day dated  
Savoy Aug. 31. 1789 John Clay Oliver Root Israel Hobart Referees  
and it is considered that P. Elijah do recover against P. John Eight Shillings  
lawful Money Damages & Cost of Suit as taxed at £ 2. 12. 5 & the Costs  
of Court of July 5. 1790

Leonard v Morgan  
No 3  
Daniel Leonard Gent. & William Leonard Husbandmen both of West Springfield in  
our County of Hampshire & Isaac Morgan of the same West Springfield Yeoman  
having entered into a Rule of Reference before Justice Esq Just. & C. J. The Refe-  
rence now send into Court their Award as follows Viz We the Referees have  
ing heard the Parties & do do adjudge award & determine that the within  
named Daniel & William never promised P. Isaac in Manner & Form as he  
hath in his Declaration alleged & that P. Isaac shall pay to P. Daniel & William  
their Cost of this Reference taxed at Twelve shillings & seven pence & Cost of  
Court to be taxed by the Court all which is submitted Jan. 29<sup>th</sup> 1790 Attest  
Banks Chauncy Brewer Luke Plisk Which said Award is accepted  
and it is considered by the Court that P. Daniel & William do recover against  
said Isaac their Cost taxed at one pound three shillings & seven pence & the Costs  
of Court of Apr. 27. 1790



Joseph Mayo of Warwick in the County of Hampshire Esq<sup>r</sup> & Pele Pruitt  
of the same Warwick German having enter'd into a Rule of Reference be- Mayo & Pruitt  
fore Medad Pomeroy Esq<sup>r</sup> Just<sup>ice</sup> of the Peace. The Referees now send into Court  
their Award under their hands & seals as may be seen at large on  
File, but is not here recited at large because the Court having con- N<sup>o</sup> 4  
sidered thereof do not accept it.

Benjamin White of Northfield in the County of Hampshire Silvermanth Esq<sup>r</sup> & Samuel Smith of Winchester in the County of Berkshire & State of New Hampshire Gent<sup>l</sup> Deft<sup>s</sup> in a Plea of the Case for that said Smith a D<sup>o</sup> White  
Northfield on the Day of the Pardon of the Writ<sup>ts</sup> being justly in  
debted to the Pl<sup>ff</sup> the sum of three hundred ninety eight pounds  
nine shillings & eight pence Little according to the Award annexed  
to the Writ and then & there in consideration thereof promised  
the Pl<sup>ff</sup> to pay him the same sum on demand. Yet<sup>s</sup> Smith  
the requested has never paid the same but neglects it to the Da-  
mage of s<sup>r</sup> White Three hundred pounds N<sup>o</sup> 5.

The Parties appear & on the Motion of the Deft<sup>s</sup> it is considered  
by the Court that they have Day here in Court next till the last  
Tuesday of August next

Joseph Dean of Suffield in the County of Stafford & State of Conn<sup>ecticut</sup> Plaintiff  
against Thomas Reuben Taylor & Oliver Taylor both of South Had-  
ley in the County of Hampshire German. The Parties having Taylor & al  
enter'd into a Rule of Reference before Justice Ely Esq<sup>r</sup> Just<sup>ice</sup> of the Peace  
the Referees now send into Court their Award as follows N<sup>o</sup> 6.  
We the Subscribers having heard the Parties & considered their res-  
pective Proof & Allegations do judge award & determine that said  
Reuben & Oliver may said Josephs Five pounds nineteen shillings  
& four pence half penny Damages & Costs of Reference being twelve  
shillings & Cost of Suit to this Time being twenty two shillings &  
five pence in full of all Demands & John Ely Thomas Day  
Jes<sup>us</sup> Robbins Referees. Which said Award is accepted & it is  
considered by the Court that s<sup>r</sup> Joseph do recover against s<sup>r</sup> Reuben  
& Oliver £5<sup>..</sup> 19<sup>..</sup> 4 half penny Damages & Costs of Suit as taxed at  
£2<sup>..</sup> 2<sup>..</sup> 9 & the of &c. Ex<sup>tra</sup> of Apr 30. 1790

Joseph Lathrop of West Springfield in the County of Hampshire Esq<sup>r</sup> & Elizabeth Wright of Springfield in the same County German Pl<sup>ff</sup>s against Thomas Morley & John Morley both of Westfield & Abel Morley of West Springfield all Morley & al  
in the County of said German Deft<sup>s</sup> in a Plea that the s<sup>r</sup> Thomas John &  
Abel rendered to s<sup>r</sup> Joseph & Elizabeth One hundred & thirty two pounds  
two shillings & eight pence half penny Money which to the Pl<sup>ff</sup> the said  
Deft<sup>s</sup> owe & from them unjustly detain'd. Whereupon the Pl<sup>ff</sup> say  
that the s<sup>r</sup> Thomas John & Abel at Springfield aforesaid by their Writing  
obligatory under their hands & seals on the seventh day of May last  
past the Date of which is the same Day & Year acknowledged themselves  
to be held & jointly bound jointly & severally to the said Joseph & Eliza-  
beth in the sum of One hundred & thirty two pounds two shillings & eight  
pence half penny Money to be paid to the said Joseph & Elizabeth whenever  
after they the said Thomas John & Abel should thereto be required which Writ-  
ing obligatory the Pl<sup>ff</sup> have ready in Court to be produced. Yet<sup>s</sup> the  
said Thomas Abel & John or either of them the often thereto requested have  
never paid the Pl<sup>ff</sup> or either of them the aforesaid sum or any part thereof but  
unjustly have as yett delay'd to pay the same to the Damage of s<sup>r</sup> Joseph & Elizabeth  
One hundred & thirty pounds.



The said Parties appear, and on the Motion of the Defts that this Case made be continued for special Findings, it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Thrall  
vs  
Robinson &  
No 8.

Samuel Thrall of Granville in the County of Hampshire Gent<sup>r</sup> vs Philip Timothy Robinson of the same Granville Esq<sup>r</sup> Deft in a Plea of Trespass on the Case for that whereas at Granville on the first day of June last past it was agreed between the said Samuel & the said Timothy as Agents to one Oliver Phelps Esq<sup>r</sup> that whereas the said Samuel had bargained & sold to the said Oliver their fourth parts of the Farm of him the said Samuel whereas he the said Samuel then asked in person said Granville for the Consideration of three hundred pounds & had then given him the said Samuel's Deed of part of that Farm & had received the sum of Two hundred & one pounds eight pence & six shillings part of, & sum of three hundred pounds & had then & there agreed to procure a Deed & Conveyance from his son Samuel Thrall & Aaron Thrall of Twenty five Acres Parcel of said Farm on which the Building stood & now are standing to said Oliver Phelps & that the said Samuel the Deft should receive the Remainder of the said sum of three hundred pounds in Manner as is hereafter expressed & at the Time when & upon his the said Samuel's procuring said Deed of said twenty five Acres Parcel of said Farm from the Plaintiff's two Sons to him the said Oliver & deliver the same well executed to him the said Timothy as Agent for & to the use of the said Oliver, and the said Timothy then & there as Agent for said Oliver by his certain Writing under his hand of that Date agreed with & provided said Samuel the Deft to pay & satisfy him the Remainder of said three hundred pounds above mentioned as the Consideration of said Deed being Ninety nine pounds two shillings & the Three pence & upon the Deft promising & delivering to the said Timothy a Deed & Conveyance from his said Son to said Oliver of Twenty five Acres part of said Farm in Manner following to wit that he the said Timothy would deliver to Samuel the Deft & Oliver Phelps Note of Hand for the sum of sixty one pounds fifteen shillings payable in Cash the then next Fall which the Deft says, was lodged with him the said Timothy for that purpose & also procure him the said Samuel the Deft a Discharge from an Execution in Favour of Warham Parks Esq<sup>r</sup> against him the Deft for about the sum of thirty pounds & to make up to him the Deft the Remainder thereof in Notes of Hand against such Men as were possible & the Deft in part says, that he relying upon the Agreement & promise of the said Timothy after wards two sufficient Deeds one from each of his two Sons being and making a sufficient Conveyance of the same twenty five Acres of Land to the said Oliver did procure which are well executed & duly acknowledged and on the twenty sixth day of October now last past he the said Samuel the Deft as said Granville offered & tendered the same Deeds to the said Timothy for the said Oliver & then & there requested him the said Timothy to pay & satisfy him the said Remainder of the sum of three hundred pounds in Manner as is before expressed & according to the Term of his said Agreement & yet the said Timothy the other requested that he not deliver the Deft said Note of said Oliver Phelps & discharged a proand any Discharge from Execution in Favour of Warham Parks & delivered him any Note against Men that were possible to make up the said due thereof or any way, performed his promise, all which the Deft says, he was then & there & always since ready to receive of the said Timothy but the said Timothy refused to do & still refuses & keeps up to do to the Damage of the Deft one hundred and twenty pounds — The Deft & Deft both appear and agree to a Continuance of this Case to the next Term — And it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Goodwill  
vs  
Robbins  
No 9.

Phulk Goodwill of Wilbraham in the County of Hampshire Spinster Plaintiff vs Dan Robbins of the same Wilbraham Yeoman in a Plea of Debt for that Dan at Springfield on the Ninth day of June last by his Bond under his hand & seal of that Date in Court to be produced bound himself unto the Plaintiff in the sum of two hundred pounds lawful money to be paid unto the Plaintiff whensoever after he should be there requested. Yet Dan the other then requested that he not paid



said that the said sum or any penny thereof be brought in to the Damage of the said Debt Two hundred pounds. The Plea appears by a Plea & the Deft. comes & prays Oyer of the Plea & he has in and he prays that this case may be continued to the next Term for special Pleading & This considered by the Court that the Parties have Day here in Court untill the last Tuesday of August next

Simon Ashley of Springfield in the County of Hampshire Trader Plea vs. Ashley  
Daniel Robinson of Granville in the same County Yeoman Deft in a Plea of Debt  
The Plea appears by a Plea & the Deft. comes & prays Oyer of the Plea & he has in and he prays that this case may be continued to the next Term for special Pleading & This considered by the Court that the Parties have Day here in Court untill the last Tuesday of August next

Simon Ashley of Springfield in the County of Hampshire Trader Plea vs. Ashley  
Daniel Robinson of Granville in the same County Yeoman Deft in a Plea of Debt  
The Plea appears by a Plea & the Deft. comes & prays Oyer of the Plea & he has in and he prays that this case may be continued to the next Term for special Pleading & This considered by the Court that the Parties have Day here in Court untill the last Tuesday of August next

Nathan Wood of Pittsfield in the County of Berkshire Yeoman Plea vs. Wood  
Parnabas Blackmer of Pultenestown in the County of Hampshire Yeoman Deft in a Plea of Debt  
The Plea appears by a Plea & the Deft. comes & prays Oyer of the Plea & he has in and he prays that this case may be continued to the next Term for special Pleading & This considered by the Court that the Parties have Day here in Court untill the last Tuesday of August next

Nathan Wood of Pittsfield in the County of Berkshire Yeoman Plea vs. Wood  
Parnabas Blackmer of Pultenestown in the County of Hampshire Yeoman Deft in a Plea of Debt  
The Plea appears by a Plea & the Deft. comes & prays Oyer of the Plea & he has in and he prays that this case may be continued to the next Term for special Pleading & This considered by the Court that the Parties have Day here in Court untill the last Tuesday of August next



Wood  
Glary  
N<sup>o</sup> 12

Matthew Wood of Pittsfield in the County of Hampshire Janan Upper Isaac Ward  
Glary of Rowe in the County of Hampshire Deft in a Plea of Trespass on the  
Case for that whereas said Isaac a b. Mynfield to wit at Springfield on the 25<sup>th</sup>  
Day of January Anno Domini 1785 by his promissory Note of hand of that Date  
for Value rec<sup>d</sup> promised & Matthew to pay him or Order Eighty pounds on the  
first day of December 1787 to be paid in great Cattle delivered at my Dwelling  
House (meaning at the then Dwelling House of Isaac in a Place then called Mynfield)  
with a Horse & Chariot with the Interest till paid and said Matthew avers that on the  
first day of December he stood ready at all Times since hath been ready to receive  
the said Eighty pounds of Isaac in great Cattle according to the Tenor of the Note yet  
said Isaac the often requested hath not paid & Matthew the same sum in great  
Cattle or in any way he performed his said Promise but neglected to the Dam-  
age of Matthew seventy pounds The Plea appears by Ashbell Strong Gent<sup>l</sup>  
his Att<sup>y</sup> and the Deft the three Times publicly called to come into Court makes  
Default of Appearance here Wherefore he is considered by the Court that  
Matthew do recover against the said Isaac the sum of Forty nine pounds eight pence  
shillings & one penny lawful money Damages & Costs of Suit taxed at  
£ 1. 17. 0 & the of &c  
Exam<sup>d</sup> 2<sup>nd</sup> June 1790

Watson  
Robinson  
N<sup>o</sup> 13

Jacob Watson of the City & County of New York Myn<sup>r</sup> Paper Dan  
Robinson of Granville in the County of Hampshire Gent<sup>l</sup> Deft in a Plea  
of Trespass on the Case for that said Dan a b. Granville on the twentieth Day  
of October in the Year of our Lord & sixteen hundred & eighty six by his Note  
of that Date for Value received promised said Jacob to pay him or his Order  
Four hundred & thirty pounds New York Currency (which the Plea avers to  
be equal to three hundred & twenty two pounds & two shillings lawful money  
of the Massachusetts) at or before the twenty first day of December then  
next with lawful Interest from the Time of payment till paid, yet said  
Dan the often requested hath not performed his said Promise but wholly  
neglects it to the Damage of the said Jacob five hundred pounds  
The Plea appears by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by Simon Strong  
Esq<sup>r</sup> his Att<sup>y</sup> & moves that this Case may be continued to the next Term  
And it is considered by the Court that the said Parties have Day here in  
Court untill the last Tuesday of August next

Barre  
White  
N<sup>o</sup> 14

John Barre of Northfield in the County of Hampshire Att<sup>y</sup> Paper Ebenezer  
White of the same Northfield below Smith Deft in a Plea of the Case for that  
said White at Northfield on the twenty fourth day of August in the Year of our  
Lord & sixteen hundred & eighty nine by his Note under his hand of that  
Date for Value rec<sup>d</sup> promised the Plea to pay him or his Order thirty one pounds  
& eight pence Law<sup>l</sup> & the Interest on Demand yet said White altho requested  
the same sum & the Interest has not paid but neglected it to the Damage  
of said Barre Forty pounds The Plea appears & the Deft the three  
Times publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said John do recover against  
Ebenezer Thirty two pounds one shilling & eight pence lawful money Dam-  
ages & Costs of Suit taxed at £ 2. 1. 0 & the of &c  
Ex<sup>am</sup> 2<sup>nd</sup> April 1790

Pomeroy  
Morton  
N<sup>o</sup> 15

Mrs Pomeroy of Warwick in the County of Hampshire Esq<sup>r</sup> Paper Alice Mor-  
ton of Attle in the County of Worcester Widow Deft in a Plea of the Case for that  
said Morton at Warwick on the twentieth day of October in the Year of our Lord one  
thousand seven hundred & eighty three by her Note under her hand of that Date for  
Value rec<sup>d</sup> promised one John Trunk to pay him or his Order seventeen pounds four  
shillings & three pence & Silver Money on Demand with Interest and said  
John the afterwards on the same Day by his endorsement under his hand on the  
same Note ordered the Content thereof then due & unpaid to be paid to the Plea for  
Value rec<sup>d</sup> of all which the said Morton then & there had notice & thereupon became de-  
bt<sup>r</sup> & accordingly then & there in Consideration thereof promised the Plea to pay him  
the same according to the Tenor of said Note yet said Morton the requested has never  
paid the same but neglected it to the Damage of said Pomeroy fifteen pounds  
The Plea appears by John Barre Gent<sup>l</sup> his Att<sup>y</sup> and the Deft the three Times publicly called to



to come into Court make Default of Appearance here - Wherefore it is considered  
by the Court that the said Medd do recover against the said John five pounds twelve  
shillings & one penny half & Money Damages & Costs of Suit taxed at £2. 4. 3 and  
thereof & Exec<sup>d</sup> April 2<sup>d</sup> 1790

Benjamin Webb of Charlestown in the County of Gloucester State of New Hampshire  
vs. John Hildon of Portsmouth in the County of Hampshire  
Benjamin Webb in a Plea of the Case for that the said Hildon  
Bernardson on the thirtieth day of August in the Year of our Lord seven  
teen hundred & eighty nine by his Note under his hand of that Date for Value  
received promised the Plaintiff to pay him or Order Eleven pounds four  
shillings & five pence half penny Lane & the Interest on Demand  
Yet the said Hildon the aforesaid the same Sum & the Interest has not paid  
but neglects it to the Damage of said Webb fifteen pounds  
The Plaintiff appears by John Barnet Gent.<sup>r</sup> his Att<sup>y</sup> & the Defendant three  
Times publicly called to come into Court makes Default of Appear  
ance here - Wherefore it is considered by the Court that the said  
Benjamin do recover against the said Hildon Eleven pounds twelve shil  
lings & five pence half penny Money Damages & Costs of Suit taxed  
at £2. 6. 11 & thereof & Exec<sup>d</sup> Apr 2<sup>d</sup> 1790

Benjamin Green of Boston in the County of Suffolk Sheriff. Green  
vs. Nathan Prindle of Northfield in the County of Hampshire Sheriff. Prindle  
Def<sup>t</sup> in a Plea of the Case for that the said Nathan a Prindle on the  
ninth day of April in the Year of our Lord seventeen hundred & eight  
ty eight by his Note under his hand of that Date for Value received  
promised the Plaintiff to pay him or Order Five pounds & seven pence  
Lane & the Interest on Demand - Yet the said Nathan the often  
requested the same Sum and the Interest has not paid but neg  
lects it to the Damage of said Green Ten pounds

The Plaintiff appears by John Barnet Gent.<sup>r</sup> his Att<sup>y</sup> and the Defendant  
three Times publicly called to come into Court makes Default  
of Appearance here - Wherefore it is considered by the Court  
that the said Benjamin do recover against the said Nathan  
Five pounds twelve shillings & one penny half penny  
Damages & Costs of Suit taxed at £2. 6. 11 & thereof & Exec<sup>d</sup> Apr 2<sup>d</sup> 1790

Benjamin Green of Boston in the County of Suffolk Sheriff. Green  
vs. Samuel Holton of Northfield in the County of Hampshire Sheriff. Holton  
bandman Def<sup>t</sup> in a Plea of the Case for that the said Holton a Holton  
field a Purand on the eighth day of January in the Year of our Lord  
seventeen hundred & eighty four by his Note under his hand for Value  
received promised the Plaintiff to pay him twelve pounds three shillings and  
six pence Lane or Order on the first day of June then next with  
the Interest - Yet the said Holton the often requested has not paid the  
same but neglects it to the Damage of the said Green Twenty pounds  
The Plaintiff appears by John Barnet Gent.<sup>r</sup> his Att<sup>y</sup> & the Defendant three  
Times publicly called to come into Court makes Default of App  
earance here - Wherefore it is considered by the Court that the said  
Benjamin do recover against the said Samuel Sixteen pounds three  
shillings & five pence of lawful Money Damages & Costs of  
Suit taxed at £2. 16. 11 & thereof & Exec<sup>d</sup> Apr 2<sup>d</sup> 1790

Benjamin Green of Boston in the County of Suffolk Sheriff. Green  
vs. Elisha Burnham of Portsmouth in the County of Hampshire Sheriff. Burnham  
shien this bandman Def<sup>t</sup> in a Plea of the Case for that the said Elisha Burnham  
a Northfield a Purand on the third day of November in the  
Year of our Lord seventeen hundred & eighty seven by his Note  
under his hand of that Date for Value received promised the  
Pliff to pay him or Order Six pounds twelve shillings and  
two pence Lane & the Interest on Demand - Yet the said Elisha the  
often requested has not paid the same but neglects it to the Da  
mage of the said Benjamin Twenty pounds - The Plaintiff appears



by John Baruch Gent<sup>n</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called to come into Court make Default of Appearance here wherefore it is considered by the Court that the D<sup>r</sup> Benjamin do answer against the said Shiloh seven pounds ten shillings & ten pence lawful money Damages & Costs of such taxed at £ 2. 16. 11 & thereof ex<sup>o</sup> p<sup>o</sup> Apr 2 1790

Chandler v. Chandler  
H. 20.

Nathaniel Chandler Gent<sup>n</sup> & Lydia Chandler Wid<sup>w</sup> both of Peterham in the County of Worcester & Clark Chandler of Worcester in the same County Gent<sup>n</sup> Adm<sup>r</sup> in the Estate of John Chandler Esq<sup>r</sup> late of Peterham deceased Plaintiffs in a Plea of the Case for that D<sup>r</sup> David Ab Goulford Vic<sup>r</sup> at Warwick in the County of Hampshire on the nineteenth day of September in the Year of our Lord seventeen hundred eighty three by his Note for Value rec<sup>d</sup> promised one Aaron Whitney to pay him or Order seven pounds thirteen shillings & seven pence L<sup>ns</sup> in Gold or Silver on Demand with Use & I<sup>r</sup> Aaron thus afterwards on the same Day by his Indorsement on the same Note for Value rec<sup>d</sup> ordered the Contents thereof then due & unpaid to be paid to the D<sup>r</sup> John then alive of all which D<sup>r</sup> David then & there had Notice & thereupon became chargeable accordingly then & there in Consideration thereof promised I<sup>r</sup> John then living to pay him the Content of the D<sup>r</sup> Note agreeably to the Tenor thereof & yet D<sup>r</sup> David the other requested the same Sum & Interest has never paid to I<sup>r</sup> John in his Life Time nor to Lydia Nathaniel & Clark or either of them since the Death of I<sup>r</sup> John but suggests it to the Damage of I<sup>r</sup> Nath<sup>l</sup> Lydia & Clark Twelve pounds The Plea appears by John Baruch Gent<sup>n</sup> his Att<sup>y</sup> and moves that this Case may be continued to the next Term and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Idem  
H. 21

Nath<sup>l</sup> Chandler Gent<sup>n</sup> Lydia Chandler Wid<sup>w</sup> both of Peterham & Clark Chandler of Worcester Gent<sup>n</sup> all in the County of Worcester Adm<sup>r</sup> in the Estate of John Chandler late of Peterham Esq<sup>r</sup> deceased Plaintiffs vs. Solomon & David Ayres of Goulford in the County of Wiltshire & State of Vermont Jurmen Def<sup>t</sup>s in a Plea of the Case for that I<sup>r</sup> Solomon & David at Goulford Vic<sup>r</sup> at Warwick in the County of Hampshire on the nineteenth day of September in the Year of our Lord seventeen hundred & eighty three by their Note under their hand for Value received jointly & severally promised the Carson Whitney to pay him or Order Four pounds seven shillings & L<sup>ns</sup> on Demand with Use & I<sup>r</sup> Aaron thus afterwards on the same Day by his Indorsement on the same Note ordered the Contents thereof then due & unpaid to be paid to I<sup>r</sup> John for Value rec<sup>d</sup> whereof I<sup>r</sup> Solomon & David then & there had Notice & thereupon became chargeable & accordingly when & there in Consideration thereof promised I<sup>r</sup> John then living to pay him the same agreeably to the Tenor of the D<sup>r</sup> Note yet I<sup>r</sup> Solomon or either of them the requested have never paid the same to I<sup>r</sup> John while living & to I<sup>r</sup> Nathaniel Lydia or Clark since his Death but suggests it to the Damage of I<sup>r</sup> Nath<sup>l</sup> Lydia & Clark Twelve pounds The Plea appears by John Baruch Gent<sup>n</sup> his Att<sup>y</sup> and moves that this Case be continued to the next Term and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

Idem  
H. 22

William Hunt of Water Town in the County of Middlesex Esq<sup>r</sup> Plaintiff vs. Isaac Litchford late of Sudbury in the County of Middlesex Jurman & absent & absconding Debtor vs. Isaac Hammond of Sudbury in the County of Essex & State of New Hamp<sup>s</sup> Chase Gent<sup>n</sup> & Sewal Brown of Wren in the same County of Essex Jurbandones & Trustees of I<sup>r</sup> Isaac - Def<sup>t</sup>s in a Plea of Debt against the D<sup>r</sup> Litch for not paying him the said Hunt the sum of eight pounds three shillings & eight pence The Plea appears by John Baruch Gent<sup>n</sup> his Att<sup>y</sup> & the said Isaac & Sewal being now then & there publicly called to come into Court make Default of Appearance here and it is considered by the Court that this Case be continued to the next Term the last Tuesday of August next



Rachel Freeman of Belcher town in the County of Hampshire widow & P<sup>l</sup>ff<sup>r</sup> vs. Elijah Dwight of Belcher town a Juror & a Deputy Sheriff under Richard D<sup>l</sup> vs. Esq<sup>r</sup> Sheriff of the same County Esq<sup>r</sup> in a Plea of Sequestr<sup>r</sup> per that's Elijah Dwight on the fourteenth day of November current at Belcher town unlawfully & without any justifiable cause took & attached the Goods & Chattels of said Rachel Freeman & she is unlawfully detained & to the Damage of said Rachel Thirty pounds & The D<sup>l</sup> appears by Simon Strong Esq<sup>r</sup> her Att<sup>r</sup> & the D<sup>l</sup> by John Taylor Gent<sup>r</sup> his Att<sup>r</sup> & moves for a Counter name of this Case to the high Court & and it is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next

Nehemiah Strong of Newton in the County of Fairfield & State of Conn<sup>t</sup> vs. David Warner of Danbury in the County of Hamp<sup>sh</sup> his Common Administrator on the Estate of Aaron Warner late of Warner Adm<sup>r</sup>. & Esq<sup>r</sup> in a Plea of the Case for that Aaron altho<sup>ugh</sup> a Juror appeared on the eleventh day of June in the Year of our Lord 1790 & entered a Plea by his Note under his hand of that Date for Value rec<sup>d</sup> promised on Warner Boltwood to pay him or Order Nine pounds lawful Money within one Year from & Date with lawful Interest & and s<sup>o</sup> being afterwards a s<sup>o</sup> Esq<sup>r</sup> on the 1<sup>st</sup> Day of June a Plea by his Judgment on s<sup>o</sup> Note with his hand subscribed assigned the same Note to Nehemiah per Value rec<sup>d</sup> & full whate<sup>ver</sup> said Aaron had instant Notice & so became liable to pay the same to s<sup>o</sup> Nehemiah according to Tenor of same Note & being so liable s<sup>o</sup> Aaron then & there in Consideration thereof appeared on him self & to Nehemiah promised to pay the same accordingly & yet s<sup>o</sup> Aaron in his Life Time & s<sup>o</sup> David Administrator as a Plea said since the Decan of the said Aaron the requested have never paid the same but unjustly neglect & refuse so to do to the Damage of s<sup>o</sup> Nehemiah Eighteen pounds & The D<sup>l</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the D<sup>l</sup> the three Times put lately called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s<sup>o</sup> Nehemiah do recover against the said David Ten pounds Six shillings & four pence of Law full Money Damages & Costs of Suit taxed at s<sup>o</sup> 5. 3. & there of &

Daniel Cooley of Danbury in the County of Hampshire Gent<sup>r</sup> vs. Mary his wife who is Adm<sup>r</sup> on the Estate of Joseph Dickinson on Jan<sup>ry</sup> late of Danbury Adm<sup>r</sup> vs. Esq<sup>r</sup> in a Plea of the Case for that s<sup>o</sup> George in his Life Time to wit on the fifth day of December in the Year of our Lord one Thousand seven hundred & seventy eight a s<sup>o</sup> Esq<sup>r</sup> was indebted to the s<sup>o</sup> Moses then living in the City of twenty nine pounds two Shillings & seven pence Lawful Money for one Barrel of Flour & half an hundred weight of Sugar by s<sup>o</sup> Moses to s<sup>o</sup> George at his Request then before that Time sold & delivered he s<sup>o</sup> George being then alive then & there in Consideration thereof undertook & faithfully promised said Moses then living to pay him the same Sum out of hand & yet s<sup>o</sup> George the often has requested in his



Lep's Time never paid the same nor any part thereof nor to P Mary or to P Daniel & Mary since his Death, nor have the P's Siphah and Honor ever paid the same or any part thereof since P George's Death. He requested either to P Mpls deceased or to his Administrators but neglects it to the Damage of P Daniel & Mary fifty pounds. — The P's appear by Simon Strong Esq<sup>r</sup> then Att<sup>y</sup> & the P's by Samuel Shuckley Esq<sup>r</sup> then Att<sup>y</sup> & move that this Case may be returned to the next Term & And it is considered by the Court that the said Parties have Day here in Court until the last Tuesday of August next.

Warner  
v  
Cooley  
No 26.

Mary Warner of Amherst in the County of Hampshire Widow P'ss<sup>r</sup> Daniel Cooley of the same Amherst Gent<sup>l</sup> D'st<sup>r</sup> in a Plea of the Case for that said Daniel at P Amherst on the eighth day of June in the Year of our Lord seventeen hundred & eighty five by his Note under his hand for Value received promised the said Mary to pay her twenty five pounds lawful Money in Battle or sed the said Mary to pay her twenty five pounds lawful Money on or before the first day of November in the Year of our Lord one thousand seven hundred & eighty six with lawful Interest for the same after six months from y<sup>e</sup> said Date & also for that P Daniel at Amherst appeared on the same eighth day of June by his other Note for Value received promised P Mary to pay her the Sum of ten pounds lawful Money on Demand with lawful Interest for the same till paid and said Mary says she has always been ready to receive the same Battle & y<sup>e</sup> said Daniel the often requested hath never performed either of his P's Promises but neglects it to the Damage of P Mary Twenty four pounds. The P's appear by Simon Strong Esq<sup>r</sup> then Att<sup>y</sup> & the D'st<sup>r</sup> by three Times publicly called to show into Court why his Default of appearance sh<sup>d</sup> be while for it is considered by the Court that P Mary do recover against said Daniel Twenty two pounds nine shillings & two pence of lawful Money Damages & Costs of Suit taxed at L<sup>rs</sup> 7. 11. 2 & thus of &c  
Ex<sup>pt</sup> of Apr<sup>l</sup> 17<sup>th</sup> 1790 —

Warner  
v  
Warner & d<sup>n</sup>  
No 27

Jonathan Warner of Hadley in the County of Hampshire Trader P'ss<sup>r</sup> David Warner of Amherst in the same County Farmer & Administrators on the Estate of Aaron Warner of P Amherst deceased D'st<sup>r</sup> in a Plea of the Case for that P Aaron at P Hadley on the twenty fourth day of May in the Year of our Lord seventeen hundred & sixty three by his Note under his hand of that Date for Value received promised P Jonathan to pay him forty six pounds fifteen shillings & two pence lawful Money on Demand with lawful Interest for the same till paid & also for that P Aaron at said Hadley on the Seventh day of August in the Year of our Lord seventeen hundred & seventy two by his other Note under his hand of that Date for Value received promised P Jonathan to pay him or his Order seven pounds eighteen shillings & eight pence lawful Money on Demand with lawful Interest for the same till paid & also for that the P Aaron at said Hadley on the twenty first day of April in the Year of our Lord seventeen hundred & eighty was justly indebted to the said Jonathan in the full Sum of eight shillings & one penny lawful Money for so much Money by the said Jonathan for the said Aaron at his the P Aaron's Special Instance & Request then before that Five paid paid out & expended & in Consideration thereof P Aaron then there promised P Jonathan to pay her the same Sum on Demand & the said Jonathan says afterwards on the Day aforesaid he demanded & required the same Sum to be paid by P Aaron — Also for that said Aaron at P Hadley on the twenty first day of December in the Year of our Lord seventeen hundred & eighty one was justly indebted to the said Jonathan in the Sum of Three pounds fifteen shillings & nine pence lawful Money for so much Money by P Aaron of P Jonathan to the Use of the said Jonathan then before that Five had received and in



considerations thereof said Aaron then & there undertook & promised the said Jonathan to pay him the same sum on Demand as yet said Aaron the after requested thereof in his life time never performed either of his promises, nor hath David since his death but neglects & refuses to do it to the Damage of said Jonathan One hundred & sixty pounds — The said Parties appear and agree to refer this Case and all Demands & Matters of Controversy subsisting between said Jonathan & David in his Capacity aforesaid, to the Judgment & Determination of Elijah Hunt Esq. John Williams Esq. & Mr. Jonathan Arms. the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly — And thereupon it is considered by the Court that the Agreement aforesaid of the said Parties be the Rule of this Court in this Case, & that they have Day here in Court until the last Tuesday of August next

Jonathan Warner of Hadley in the County of Hampshire Shepherds Pleas as David Warner of London in the said County Administrator on the Estate of Aaron Warner late Warner of same County deceased Deft in a Plea of the Case for that said Aaron Adm<sup>r</sup> of said deceased aforesaid on the third Day of February in the Year of our Lord Seventeen hundred & eighty five by his Notetender his hand of that Date for Value received promised said Jonathan & Noddials by the Name of Jonathan Warner & Son to pay them or Order One hundred & eleven pounds fifteen shillings & four pence one farthing on Demand with lawful Interest for the same till paid as it might & Aaron in his life time or David said Adm<sup>r</sup> since the Death of said Aaron have ever the requested paid the same but neglects it to the Damage of said Jonathan & Noddials One hundred & sixty pounds. The Parties appear and agree to refer this Case & all Demands & Matters of Controversy subsisting between the said Jonathan & Noddials against the Estate of said Aaron & the said Aaron in his said Capacity to the Judgment & Determination of Elijah Hunt Esq. John Williams Esq. & Mr. Jonathan Arms. the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & Execution issued accordingly — Whereupon it is considered by the Court that the Agreement aforesaid of the said Parties be the Rule of this Court in this Case — And that they have Day here in Court until the last Tuesday of August next

Jonathan Warner of Hadley in the County of Hampshire Shepherds Pleas as Mary Warner of Stinkewell Widow Administratrix on the Estate of Moses Warner late of said County deceased Deft in a Plea of the Case for that said Moses at Hadley aforesaid on the twenty seventh Day of July in the Year of our Lord Seventeen hundred & eighty four by his Note for Value received promised said Jonathan to pay him One pound seven shillings & eleven pence half penny lawful money on Demand with lawful Interest — Also for that said Moses at Hadley aforesaid on the third day of December in the Year of our Lord Seventeen hundred & eighty two by his other Notetender his hand of that Date for Value received promised said Jonathan to pay him fifteen pounds five shillings & two pence lawful money on Demand with lawful Interest — Also for that said Jonathan at Hadley aforesaid on the twentieth day of October in the Year of our Lord Seventeen hundred & eighty one had at the special Instance Request of the said Moses paid laid out & expended for the said Moses divers sums of money amounting in the whole to seven pounds one shilling eight pence



lawful money, he the said Moses in Consideration thereof then & thereupon  
on himself & to the said Jonathan partly promised to pay him the same  
on Demand, & s<sup>d</sup> Jonathan says he then & there to with at Had by a parcel on  
the Day & Year last aforesaid demanded the same sum of said Moses yet  
s<sup>d</sup> Moses in his Life Time did never the other requested pay either of the afores<sup>d</sup>  
sums to s<sup>d</sup> Jonathan neither hath the s<sup>d</sup> Mary & one Oliver Warner deceased  
who was joint Administrator with s<sup>d</sup> Mary the other the other requests  
paid the same or any part thereof in the Life Time of s<sup>d</sup> Oliver nor  
hath s<sup>d</sup> Mary since the Death of s<sup>d</sup> Oliver paid the same or any part thereof  
but neglect it to the Damage of s<sup>d</sup> Jonathan Two hundred pounds

The Plff appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the Defth the three Times  
thoroughly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that s<sup>d</sup> Jonathan do recover against  
said Mary Fifty four pounds three shillings & eleven pence of lawful Money  
Damages & Costs of such taxes at L<sup>d</sup> in S<sup>d</sup> & thereupon

Universal Jonathan Warner & Roadside Warner both of Hadley in the County of Hampshire  
Shophkeepers Plffs. vs Mary Warner of ~~Hadley~~ in the same County Widow  
Adm<sup>r</sup> on the Estate of Moses Warner late of s<sup>d</sup> Hadley deceased & Defth in a Plea of  
N<sup>o</sup> 30. the Case for that whereas s<sup>d</sup> Jonathan & Roadside at said Hadley on the last Day of  
April in the Year of our Lord seven hundred & seventy four had sold & deliver  
ed to said Moses divers Goods Wares & Merchandises at his the s<sup>d</sup> Moses special  
Instance & Request he s<sup>d</sup> Moses then & there in Consideration thereof undertook &  
faithfully promised s<sup>d</sup> Jonathan & Roadside to pay them so much money as  
said Goods Wares & Merchandises were reasonably worth on Demand & said  
Jonathan & Roadside say s<sup>d</sup> Goods Wares & Merchandises were reasonably worth  
One hundred & forty five pounds seven shillings & eleven pence one farthing  
yet s<sup>d</sup> Moses the other requested never paid the same in his Life Time neither hath  
s<sup>d</sup> Mary & one Oliver Warner de<sup>d</sup> who was joint Administrator with said  
Mary nor paid the same or any part thereof since s<sup>d</sup> Moses Death nor the said  
Mary since the said Oliver Death the requested, but neglect it to the Damage  
of s<sup>d</sup> Jonathan & Roadside Two hundred pounds The Plff appears by Simon  
Strong Esq<sup>r</sup> his Att<sup>r</sup> and the Defth comes & moves that this Case may be contin  
ued to the next Term and it is considered by the Court that the s<sup>d</sup> Parties  
have Day here in Court next at L<sup>d</sup> on Tuesday of August next

Middle Thomas Riddle of Monks in the County of Hampshire Millright & Peter Phillips  
White of Southampton in the County of Wiltshire Plffs. vs John Hampshire Esq<sup>r</sup> of  
White of Bathampton in the County of Wiltshire & late of New Hampshire Esq<sup>r</sup> of  
N<sup>o</sup> 31. the Case for that s<sup>d</sup> William in his Life Time  
at Brimfield in the County of Hampshire on the last Day of December in the  
Year of our Lord seven hundred & sixty six in Consideration that the Plff at  
the special Instance & Request of s<sup>d</sup> William had then before that Time done and  
performed for him divers Works Labours & Services & had sold & delivered to  
him divers Goods Wares & Merchandises promised the Plff that he would  
when he should be there requested pay to the Plff so much money as for  
the same he should & there reasonably due deserve to have to get the worth lawful  
Interest in same till paid the Plff in faith saith that therefore he reasonably due  
deserve to have of s<sup>d</sup> William the sum of six pounds & twelve shillings lawful  
Money of which s<sup>d</sup> William then & there had Notice also for that s<sup>d</sup> William  
in his Life Time at s<sup>d</sup> Brimfield on the same Day & Year last aforesaid  
being indebted to the Plff in another sum of six pounds twelve shillings  
lawful Money for divers Works & Labours & Services by the Plff for s<sup>d</sup> William  
at his Request then before that Time done & performed & for divers Goods Wares  
& Merchandises by the Plff to s<sup>d</sup> William at his Request sold & delivered and  
being so indebted s<sup>d</sup> William then & there in Consideration thereof promised the  
Plff to pay him the same sum on Demand with Interest also for that s<sup>d</sup> William  
at s<sup>d</sup> Brimfield on the last Day of December in the Year of our Lord seven  
hundred & eighty six being justly indebted to the Plff in another sum of fourteen  
pounds eight shillings & eight pence lawful Money for the like sum of money by  
the Plff for s<sup>d</sup> William & to his executors at his Request then before that Time paid



laid out & expended & being so indebted to William then & there promised that they  
 to pay him the same when & whenever afterwards he should be then to request  
 when the Plaintiff said he did then & there request William to make Payment of  
 & there but within & there refused to do where by the Plaintiff he has  
 wholly lost the Benefit Use & Interest of & there - yet William the request  
 in his life time never paid either of & there, nor hath & there the request  
 ever paid either said & there but refuses to do to the Damage of & there  
 thirty pounds - The Plaintiff appears by Doughty Foster Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup>  
 being out of the State it is considered by the Court that in case he will  
 not do to the next Term the last Tuesday of August next

Parks Esq<sup>r</sup>  
 21  
 Packet  
 p. 32

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
 vs  
 Life & death of Westfield a forsaide Husband now Def<sup>t</sup> in & a Plea of the  
 Case for that & Life at & Westfield on the twenty second Day of December  
 in the Year of our Lord seven hundred & eighty eight by his Note of  
 that Date for Value received promised & Warham to pay him or Order  
 Eighty one pounds two shillings & two pence lawful Money on Demand  
 with Interest for the same till paid - yet & Life the often requested hath  
 never paid the Contents of & Note but neglects it to the Damage of &  
 Warham One hundred pounds - The Plaintiff appears by Joseph Lyns  
 Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three Times publicly called to come  
 into Court makes Default of appearance here - Wherefore it is considered  
 by the Court that & Warham do recover against & Life Eighty seven  
 pounds two shillings lawful Money Damages & Costs of which taxed at  
 £ 1 10 11 & there of &c

Ex<sup>o</sup> n<sup>o</sup> 1790 Mar 26. 1790

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
 vs  
 Samuel Johnson & Annor Johnson both of Westfield a forsaide Team<sup>en</sup> Def<sup>t</sup> Johnson & a  
 in & a Plea of the Case for that said Samuel & Annor at & Westfield on the  
 nineteenth day of May in the Year of our Lord seven hundred and  
 eighty nine by their Note under their Hands of that Date for Value  
 received promised the & Warham to pay him or Order twenty six pounds  
 ten shillings & six pence lawful Money on Demand with Interest. yet  
 & Samuel & Annor the each of them often requested have not paid  
 the Contents of their Note a forsaide but neglect it to the Damage of  
 the & Warham Thirty pounds - The Plaintiff appears by Joseph Lyns  
 Esq<sup>r</sup> his Att<sup>r</sup> and the & Def<sup>t</sup> the three Times publicly called to come  
 into Court make Default of appearance here - Wherefore it is  
 considered by the Court that & Warham do recover against & a  
 Samuel & Annor Twenty seven pounds seventeen shillings of lawful  
 Money Damages & Costs of which taxed at £ 1 14 7 & there of &c

Ex<sup>o</sup> n<sup>o</sup> 1790 Mar 26. 1790

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
 vs  
 James Nutt of London in the County of Berkshire Gent<sup>l</sup> otherwise called  
 Yeoman Def<sup>t</sup> in & a Plea of the Case for that & James at & London in &  
 County of Hampshire on the twenty fifth day of July in the Year of our Lord  
 seven hundred & eighty one by his Note of that Date for Value received  
 promised & Warham to pay him or Order Eight pounds ten shillings  
 below Money within three months from the Date of & Note - yet said  
 James the often requested hath never paid the Contents of & Note or  
 any part thereof but unjustly neglects it to the Damage of & Warham  
 twelve pounds - The Plaintiff appears & the Def<sup>t</sup> the called makes Default of appearance  
 Wherefore it is considered by the Court that & Warham do recover against & James  
 five pounds seven shillings & two pence lawful Money Damages & Costs of which tax  
 at £ 1 10 3 & there of &c

Ex<sup>o</sup> n<sup>o</sup> 1790 Mar 26. 1790

Nutt  
 21  
 p. 34



Parks Esq.  
Drake  
N<sup>o</sup> 35

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> vs. <sup>Esq<sup>r</sup></sup> Alfred Moser  
Drake of the same Westfield Yeoman Defendant as Pla<sup>d</sup> of the Case for that said  
Mosers on the seventh day of August in the Year of our Lord Seventeen hundred  
eighty eight by his note for Value received at Westfield promised the Plaintiff to pay  
him on Order Five pounds three shillings & four pence lawf<sup>d</sup> Money on Demand  
and with Interest till paid & yet Moser has never paid & when the  
requester but neglects it to the Damage of Warham Ten pounds  
The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three  
Times publicly called to come into Court makes Default of appear  
ance here Wherefore it is considered by the Court that the said  
Warham do recover against Moser Five pounds thirteen shil  
lings & four pence lawf<sup>d</sup> Money Damages & Costs of Suit taxed at  
£1 12 11 & thereof &c  
Ex<sup>o</sup> p<sup>o</sup> Mar 26 1790

Fowler  
Lapham  
N<sup>o</sup> 36

Silas Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> vs. <sup>Esq<sup>r</sup></sup> Matthew Lapham  
Lapham of Southwick a person Defendant as Pla<sup>d</sup> of the Case that the  
s<sup>d</sup> Matthew render him Silas twenty three pounds four shillings &  
seven pence lawf<sup>d</sup> Money which to him he owes & from him unjustly  
detains for this to wit that whereas the said Silas by the Consideration of  
our Court of Common Pleas holden at Northampton within & for  
our s<sup>d</sup> County of Hampshire on the last Tuesday of August in the  
Year of our Lord Seventeen hundred eighty three recovered of the said  
Matthew & Stephen Lee Twenty one pounds nine shillings & three  
pence lawf<sup>d</sup> Money Damages & the Sum of One pound fourteen shil  
lings Costs of Suit whereof Matthew & Stephen are convicted as by the  
Record of the Judgment before the Justices of the Court remaining fully  
appears & which Judgment of setting it full force wholly unsatisfied un  
reversed & unpaid for all the said Silas hath sued out a Writ of Exce  
n<sup>o</sup> on the said Judgment & committed the same to one Henry Han a  
Deputy Sheriff under Charles Porter Esq<sup>r</sup> Sheriff of s<sup>d</sup> County to be executed  
yet he has long since returned s<sup>d</sup> Writ into the Clerks Office of s<sup>d</sup> County  
wholly unsatisfied & where by Action hath accrued to Silas to have demand  
of Matthew said Sum of Twenty three pounds four shillings & seven pence  
& the Interest of the same Sum & nevertheless s<sup>d</sup> Matthew the often requested  
has never paid s<sup>d</sup> Sum but neglects it to the Damage of Silas Thirty eight  
pounds The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>r</sup> & the Def<sup>t</sup>  
the three Times publicly called to come into Court makes Default of app  
earance here Wherefore it is considered by the Court that the said  
Silas do recover against the said Matthew Thirty two pounds five shil  
lings & five pence lawf<sup>d</sup> Money Debt & Costs of Suit taxed at £1 14 11  
& thereof &c  
Ex<sup>o</sup> p<sup>o</sup> Mar 25 1790

Fowler Esq<sup>r</sup>  
Morley  
N<sup>o</sup> 37

Samuel Fowler of Westfield in the County of Hampshire Esq<sup>r</sup> vs. <sup>Esq<sup>r</sup></sup> Thomas  
Morley of the same Westfield Yeoman Defendant as Pla<sup>d</sup> of the Case for that  
Thomas at Westfield on the eleventh day of August in the Year of our  
Lord Seventeen hundred eighty three by his note for Value received promised  
to pay s<sup>d</sup> Samuel on Order Five pounds six shillings & eight pence law  
f<sup>d</sup> Money on Demand with Interest & yet Thomas the requester hath  
never paid the same but neglects it to the Damage of Samuel Ten  
pounds The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>r</sup> &  
the Def<sup>t</sup> the three Times publicly called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court that  
the said Samuel do recover against the s<sup>d</sup> Thomas  
lawf<sup>d</sup> Money Damages & Costs of Suit taxed at £1 2 7  
and thereof &c



John Goldthwaite of Northfield in the County of Hampshire Labourer Upper  
William Ashley of the same Westfield Churchwarden Deft in a Plea of Debt Goldthwaite  
of Government for that whereas by a certain Indenture made at Spring  
field on the eleventh day of February in the Year of our Lord seven then  
hundred & seventy seven between S<sup>r</sup> William of the one part & Thomas  
Goldthwaite father of the aforesaid, Son of the other part, one part of which  
Indenture sealed with the Seal of the S<sup>r</sup> William Ashley & in Court to be  
produced the Date whereof is the same Day & Year aforesaid reciting a-  
mong other Things that whereas the S<sup>r</sup> John Goldthwaite was bound and app-  
rentice to the S<sup>r</sup> William Ashley to live & serve with the said William from  
the Date of said Indenture untill he should arrive to the full Age of twenty  
by one Year and he the said William Ashley did covenant with the S<sup>r</sup>  
Thomas among other Things to pay the S<sup>r</sup> John Goldthwaite the Sum of  
eighteen pounds lawful Money at the End & Expiration of the Term  
aforesaid on his the S<sup>r</sup> John arriving to the full Age of twenty one Year as by  
the same Indenture more fully appears - And the Deft appears as which  
cannot be read) yet S<sup>r</sup> William the often requires the Deft to pay the  
Sum of Eighteen pounds or any part thereof, but broke his Covenant  
aforesaid to the Damage of S<sup>r</sup> John Twenty pounds  
The Plt appears by Joseph Symon Gent<sup>l</sup> his Att<sup>y</sup> & the Deft comes in  
his own Person & they agree to refer the Case to the Judgment & Determi-  
nation of Samuel Mather Esq<sup>r</sup> David Morley Esq<sup>r</sup> & Warham Parke  
Esq<sup>r</sup>, the Award of them or any two of them to be final to be returned  
into this Court, Judgment to be made up & Exec<sup>d</sup> accordingly -  
And therefore it is considered by the Court that the Agreement afores<sup>d</sup>  
of the said Parties be the Rule of this Court in this Case & that they have  
Day here in Court untill the last Tuesday of August next

Ashley  
N<sup>o</sup> 38

Thomas James Douglass as Gilbert Deuch - This Action being  
brought to a wrong Term, the Court determine they have no Cognizance thereof  
Douglass  
Deuch  
N<sup>o</sup> 39.

Nathaniel Bates of Granville in the County of Hampshire Gent<sup>l</sup> Upper  
Israel Parsons of the same Granville of Man Deft in a Plea of Turpe-  
as on the Case as is at large set forth in the original Writ on this is  
The Plt appears by Joseph Symon Gent<sup>l</sup> & the Deft by John Hooker Esq<sup>r</sup>  
his Att<sup>y</sup> and they agree to a continuance of the Case to the next Term  
and it is considered by the Court that they have Day here in Court  
untill the last Tuesday of August next  
Bates  
Parsons  
N<sup>o</sup> 40.

Samuel Prentice of Northfield in the County of Hampshire Surgeon Plt  
vs Abel Packard of Buntingford in the same County Husbandman Adversus  
Writ on the Estate of Benjamin Wood late of Buntingford deceased Deft Packard Adm<sup>r</sup>  
in a Plea of the Case for that S<sup>r</sup> Wood at Buntingford on the seventh day  
of October in the Year of our Lord seven hundred & eighty eight  
then being alive and quietly indebted to the said Prentice the Sum of  
eight pounds & one according to the Account annexed to the Writ then  
& there in Consideration thereof promised the Plt to pay him the same  
Sum on Demand - Also per that said Wood three afterwards on the same  
Day then living in Consideration that the Plt had before that Time  
at his special Request done & performed for him the said Wood sundry  
Services, then & there promised the Plt to pay him as much Money  
therefor as he reasonably ought to have & the Plt in part says that he  
ought to have upon that Sum of Eight pounds & one of S<sup>r</sup> Wood the in  
his Life Time requested has never paid S<sup>r</sup> Prentice nor hath the said  
Packard since the Death of S<sup>r</sup> Wood the often requested paid the S<sup>r</sup>  
Sum & the Interest thereof amounting to twelve shillings & one but  
neglects it to the Damage of S<sup>r</sup> Samuel Twenty pounds  
The Plt appears by John Darrell Gent<sup>l</sup> his Att<sup>y</sup> and the Deft by Samuel Smith  
Esq<sup>r</sup> his Att<sup>y</sup> comes & defends wherein & reserving Liberty to give any special  
Matter in Evidence as the specially pleaded & also to plead anew at the upper Court

Prentice  
Packard Adm<sup>r</sup>  
N<sup>o</sup> 41.



For the said that the within named Wood never promised in manner  
as the Plt in his Declaration hath alleged & thereof puts himself on  
the Country & And the Plt consenting to the Reservations aforesaid doth likewise  
As my now returned & unpunished as the Law directs to try the Issue and  
being duly sworn, declare upon their Oaths that they find that the said Benjamin  
promised in manner & Form as is set forth in his Declaration and a fifth  
Damages for the Plt at Six pounds & Whereupon it is considered by the  
Court that the said Samuel do recover against the said Abel in his said  
Capacity Six pounds of Law Money Damages & Costs of Suit taxed at  
£4.13.7 & thereof Twelve pence shall be paid the Plt in Court.

Rich  
vs  
Moore  
N<sup>o</sup> 42

Nathaniel Rich of Sharnbury in the County of Alderbury State of Vermont  
Gent<sup>l</sup> Plt vs John Moore of Warwick in the County of Hampshire Sharnbury  
Def<sup>t</sup> in a Plea of the Case for that I John at Warwick on the fourteenth  
day of April in the year of our Lord seventeen hundred eighty nine by his Note  
under his hand of that Date for Value recd promised the Plt to pay him or  
his Order the sum of twenty five Shillings & four pence Lane & the Interest  
on Demand & And also for that I Moore then afterwards on the Day  
of the return of this Writ being justly indebted to the Plt in the  
sum of Six pounds thirteen shillings & six pence according to the  
Account annexed to the Writ then & there in Consideration thereof pro-  
mised the Plt to pay him the same sum on Demand & And also for  
that the said Moore then afterwards on the same Day in Consideration that  
the Plt had before that Time done & performed for I Moore at this present  
instanced & Request sundry Services & then in Consideration thereof promised  
the Plt to pay him therefor so much as he reasonably ought to have & And  
the Plt says he reasonably ought to have Six pounds thirteen shillings and  
six pence Lane & yet I Moore the requested the same sums or either of  
them & yet Interest hath not paid but neglects it to the Damage of said  
Nathaniel twelve pounds & The Plt appears by John Ramey Gent<sup>l</sup>  
his Att<sup>y</sup> & the Def<sup>t</sup> by Saml Throckmoly Gent<sup>l</sup> his Att<sup>y</sup> & they agree to a Con-  
tinuance of this Case And it is considered by the Court that they have  
Day here in Court until the last Tuesday of August next

Gally  
vs  
Richard  
N<sup>o</sup> 43.

Richard Gally of Montgomery in the County of Hampshire Gent<sup>l</sup> Plt  
vs William Shepard Esq<sup>r</sup> David Morley Esq<sup>r</sup> & Paul Whitney Gent<sup>l</sup> all of  
Westfield in the same County Def<sup>t</sup> in a Plea of Trespass wherein said  
Richard complaining that said William David & Paul at Montgomery  
aforesaid on the Seventh day of January last two Cows worth ten  
pounds two Steepes worth Six pounds all the Property of said Richard  
found at Montgomery aforesaid with Force & Arms took & carried  
away contrary to Law against the Peace & to the Damage of Richard  
Sixteen pounds & The Plt appears by Simon Strong Esq<sup>r</sup> his  
Att<sup>y</sup> and the Def<sup>t</sup> by Joseph Platt Esq<sup>r</sup> their Att<sup>y</sup> & come & defend the  
Force & Injury & as per Plea say that they are not guilty in manner &  
Form as the Plt in his Declaration hath alleged & thereof puts them  
upon the Country reserving Liberty to plead specially on the Appeal  
And the said Richard says that the Plea of I William David & Paul  
is insufficient in Law for him the Richard to answer that he  
is trespassing & And the I William David & Paul say that their  
Plea is sufficient & Whereupon all & singular the Points being  
seen & by the Court here fully understood, Examined as appeared to the  
Court that the Plea aforesaid of the I William David & Paul by them  
above pleaded & the Matter therein contained is a full & sufficient Answer  
to the Declaration of the said Richard, & that the I Richard by his Plea aforesaid  
ought to receive Nothing & Therefore it is considered by the Court that I  
Richard by his Plea aforesaid ought to receive Nothing but for his grounds  
claim he be in mercy & And it is further considered that the Def<sup>t</sup> do recover  
against I Richard their Costs taxed at £  
Richard by his Att<sup>y</sup> aforesaid appeals from the Judgment of this Court to



172

Brooker  
n  
Smith  
No. 44

1845

Wales  
v.  
Allen  
p. 46.

Hodge  
vs  
Stevens  
No 47.



Wright & Elvairin Wright of Northampton in the County of Hampshire Esq<sup>r</sup> Plf<sup>r</sup> v.  
the Inhabitants of the Town of Chertseyfield in the same County Deft<sup>r</sup> in a  
Chertseyfield Plea of Trespass on the Case for that whereas on the first month day of October in the  
N<sup>o</sup> 48 Year of our Lord seventeenth hundred & eighty eighth at Chertseyfield aforesaid  
Benjamin Huntington of Chertseyfield the Treasurer of the same Town & by the  
Authority given him by the Inhabitants of the same Town & for a Debt due  
from them & on their behalf by his Note of hand of that Date promised the  
S<sup>r</sup> Elvairin to pay him or Order fourteen pounds sixteen shillings & ten  
pence & law money on Demand with Interest till paid & yet the said Inha-  
bitants have not nor hath any or either of them paid the Contents of said  
Note to S<sup>r</sup> Elvairin or any part thereof but neglect & refuse to do so to  
the Damage of S<sup>r</sup> Elvairin Twenty pounds The Plea appears by Samuel  
Hunkley Esq<sup>r</sup> his Att<sup>r</sup> & the Deft<sup>r</sup> has three Times publicly called to come into  
Court make Default of Appearance here & when here it is considered  
by the Court that S<sup>r</sup> Elvairin do recover against the said Inhabitants of  
Chertseyfield Sixteen pounds & eight pence of Law & Money Damages  
& Costs of Suit taxed at £ 16 3 0 & thereof Execution

Shut & Esq<sup>r</sup> Ebenezer Shuck of Northampton in the County of Hampshire Esq<sup>r</sup> Ex<sup>r</sup> of the  
N<sup>o</sup> 49 last Will & Testament of Ebenezer Shuck late of S<sup>r</sup> Northampton dec<sup>d</sup> Plf<sup>r</sup> v.  
Stephen Shellogg late of Shelburne in the County aforesaid Yeoman an absconding  
Debtor & Eliza Ranson of Shelburne in the same County Gent<sup>l</sup>  
Agents of S<sup>r</sup> Stephen Deft<sup>r</sup> in a Plea of Trespass on the Case for that said  
Stephen a S<sup>r</sup> Northampton on the sixth day of January in the Year of our Lord  
seventeenth hundred & seventy five by his Note of hand of that Date for Value  
received promised said Ebenezer the Testator then in full Life to pay  
him nineteen shillings & five pence law ful money on Demand with  
Interest till paid & also for that S<sup>r</sup> Stephen a S<sup>r</sup> Northampton on  
the same Day of January aforesaid being justly indebted to the said  
Ebenezer the Testator then in full Life the another sum of twenty  
shillings law ful money for so much money of him the S<sup>r</sup> Ebenezer the  
Testator and to his Use then before that time had & received & the said  
Stephen being so indebted in Consideration thereof approved on himself  
& to S<sup>r</sup> Ebenezer the Testator then & there promised to pay him the same  
sum last aforesaid on Demand & yet S<sup>r</sup> Stephen the often requested  
by S<sup>r</sup> Ebenezer the Testator in his Life Time & by S<sup>r</sup> Ebenezer the Executor  
since the Death of S<sup>r</sup> Testator hath not paid the aforesaid sums & either of  
them but neglects it & has absconded & withdrawn himself out of  
this Commonwealth & so conceals himself & his Estate that neither  
can be found or come at to be attached to the Damage of S<sup>r</sup>  
Ebenezer the Executor five pounds The Plea appears by Sam<sup>l</sup>  
Hunkley Esq<sup>r</sup> his Att<sup>r</sup> and the said Eliza Ranson the Agents aforesaid  
that it now comes into Court in his own Person, and being sworn  
as the Law requires & being asked the following Questions Viz  
Had you on the Day of the Service of the Writs now against you  
any Goods Effects or Credits of S<sup>r</sup> Shellogg in your Hands? De laet upon his  
Oath He meaning S<sup>r</sup> Shellogg had a Judgment of Court against Ma<sup>r</sup>  
for the sum of One hundred eighty nine pounds or thereabouts which  
I have paid all but about Fifty pounds and it is considered by  
the Court that the Plf<sup>r</sup> & the S<sup>r</sup> Stephens have Day here in Court until  
the last Tuesday of August next

J. Morgan Titus Morgan of West Springfield in the County of Hampshire Esq<sup>r</sup> Plf<sup>r</sup> v.  
N<sup>o</sup> 50 S<sup>r</sup> Morgan of the same West Springfield Yeoman Deft<sup>r</sup> in a  
Plea of Trespass on the Case for that the S<sup>r</sup> Plf<sup>r</sup> a S<sup>r</sup> West Springfield  
on the twenty fourth day of March in the Year of our Lord seven teen  
hundred eighty three by his Note of hand of that Date for Value received  
promised the said Titus to pay him or Order Nine pounds four shillings



last Money on Demand and with the last paid - y<sup>e</sup> said S<sup>r</sup> by the other re-  
vested has repaid the Contents of s<sup>d</sup> Note & any part thereof but improperly re-  
glute it to the Damage of the said Titus however normally  
The Pl<sup>t</sup> appears by Samuel Shuck by Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> comes  
& moves that this Case may be continued to the next Term and it  
is considered by the Court that the s<sup>d</sup> Parties have Day here in Court  
until the last Tuesday of August next

Edenah Day of Westminster in the County of Windham State of Day  
Connecticut Physician Upper Ashel Taylor & Eliza Taylor both of South<sup>th</sup> Taylors  
by in the County of Hampshire Laborers Setts in a Plea of the Case for  
that s<sup>d</sup> Ashel & Eliza at Springfield on the twenty second day of March 1791  
last by their Note of hand of that Date promised the Pl<sup>t</sup> to pay him or  
Order Eight pounds lawful money one half to be paid in English Gold or  
two pieces of good Newken three yards & an half of good Bro<sup>d</sup> Cloth seven  
yards white Flannel 4 y<sup>d</sup> good & fashionable Callico the remainder in  
good Salt at eight shillings per bushell delivered at s<sup>d</sup> Days House in  
Westminster in three months - y<sup>e</sup> s<sup>d</sup> Dependants have not neither  
halt either of them paid the Contents of s<sup>d</sup> Note to s<sup>d</sup> Day or any part thereof  
but neglect it to the Damage of s<sup>d</sup> Edenah Ten pounds - The Pl<sup>t</sup>  
appears by Sam<sup>l</sup> Shuck by Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> the three Times pub-  
licly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the said Edenah do recover  
against s<sup>d</sup> Ashel & Eliza Eight pounds eight shillings of Law<sup>d</sup> Money  
Damages & Cost of Suit taxed at £ 3. 12. 4 & there of &

Israel Parsons of Hatfield in the County of Hampshire Carpenter Upper Parsons  
Augustus Dickinson of Conway in the same County Yeoman in a Plea  
of Trespass on the Case for that s<sup>d</sup> Augustus at s<sup>d</sup> Northampton on the 19<sup>th</sup> Dickinson  
day of May last by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Israel to  
pay him or Order Sixteen pounds nine shillings eight pence  
two p<sup>ts</sup> Money on Demand with Interest - y<sup>e</sup> s<sup>d</sup> Augustus the other  
requested that not paid the same but neglects it to the Damage of  
said Israel Twenty pounds - The Pl<sup>t</sup> appears by Samuel Shuck  
by Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> the three Times called to come into Court  
makes Default of Appearance here - After all which the Deft<sup>s</sup> appears  
and the s<sup>d</sup> Parties agree to a Continuance of this Case for Judgment until  
the next Term - And it is considered by the Court that they have Day  
here in Court until the last Tuesday of August next

Abner Baker of Northampton in the County of Hampshire Yeoman Pl<sup>t</sup> Baker  
s<sup>d</sup> Solomon Allen of the same Northampton 6<sup>th</sup> Deft<sup>s</sup> in a Plea of the  
Case for that s<sup>d</sup> Solomon at s<sup>d</sup> Northampton on the sixth day of February Allen  
Anno Domini 1789 by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Abner to pay  
him or Order Nineteen pounds eighteen shillings eleven pence lawful  
Silver Money on Demand with Interest - y<sup>e</sup> s<sup>d</sup> Solomon the other that  
requested that not paid the Contents of s<sup>d</sup> Note but neglects it to the  
Damage of s<sup>d</sup> Abner Ten pounds - The Pl<sup>t</sup> appears by Samuel  
Shuck by Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> the three Times publicly called to come  
into Court, makes Default of Appearance here - Wherefore it is con-  
sidered by the Court that s<sup>d</sup> Abner do recover against s<sup>d</sup> Solomon Six  
pounds four shillings & two pence Law<sup>d</sup> Money Damages & Cost of Suit  
taxed at £ 2. 5. 2 & there of & Ex<sup>pt</sup> Men 23<sup>rd</sup> 1790

Benjamin Edwards of Northampton in the County of Hampshire Yeoman Pl<sup>t</sup> Edwards  
Gideon Poiray of Northampton in the same County Yeoman Deft<sup>s</sup> in a Plea  
of the Case for that s<sup>d</sup> Gideon at s<sup>d</sup> Northampton on the first day of December last  
by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Benjamin to pay him ten pounds  
ten shillings on Demand with Interest - y<sup>e</sup> s<sup>d</sup> Gideon the requested has now paid  
N<sup>o</sup> 34



the same but neglects it to the Damage of said Benjamin. Then forward  
This case was commenced before Sam<sup>l</sup> Thickley Esq<sup>r</sup> Just<sup>l</sup> of the Peace at  
up to this Court as the Statute directs. The Plaintiff by Sam<sup>l</sup> Thickley  
Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> and moves that this  
case may be continued to the next Term. And it is considered by the  
Court that they have Day here in Court untill the last Tuesday of August next

Dickinson Daniel Dickinson of Hatfield in the County of Hampshire Yeoman & Pl<sup>ff</sup>  
Smith & al Elizabeth Smith & Aaron Pratt both of Whately in the same County Yeoman  
N<sup>o</sup> 55. Def<sup>t</sup> in a Plea of the Case for that s<sup>d</sup> Elizabeth & Aaron ab<sup>t</sup> Hatfield on the  
twenty eighth day of February last by their Note for Value rec<sup>d</sup> promised  
s<sup>d</sup> Daniel to pay him fourteen pounds ten shillings & two pence by the  
first day of May then next with lawful Interest. Yet s<sup>d</sup> Elizabeth & Aaron  
the requested have not paid the Contents of s<sup>d</sup> Note to s<sup>d</sup> Daniel but neglect  
it to the Damage of s<sup>d</sup> Daniel Ten pounds. The Plaintiff by Samuel  
Thickley Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come  
into Court make Default of appearance here. Wherefore it is consider  
ed by the Court that the said Daniel do recover against the s<sup>d</sup> Elizabeth  
Aaron Four pounds fourteen shillings lawful Money Damage & Costs of  
suit taxed at £ 2. 0. 9 & there of &c. Exce<sup>d</sup> Mar 23<sup>rd</sup> 1790.

Clap Sarah & al Northampton in the County of Hampshire Yeoman & Pl<sup>ff</sup>  
Wood & al Deborah Alford, Tim<sup>l</sup> Alford, Thomas Alford & Eliza Alford all of East=  
N<sup>o</sup> 56. hampton in the County aforesaid Yeoman Def<sup>t</sup> in a Plea of the Case for that  
s<sup>d</sup> Deborah Truitt, Thomas & Eliza ab<sup>t</sup> Northampton on the 19<sup>th</sup> day of  
August in the Year of our Lord seventeen hundred eighty four by their  
Note of that Date for Value rec<sup>d</sup> promised one Joseph Cook to pay him or Order  
Forty pounds lawful Money by the first day of May in the Year of our Lord  
1784. with Interest from that Time till paid & afterwards on the first day  
of January current at s<sup>d</sup> Northampton the aforesaid sum not being paid  
by Instrument in said Note s<sup>d</sup> Joseph orderd the Contents of s<sup>d</sup> same  
Note to be paid to said Sarah for Value rec<sup>d</sup> whereof the s<sup>d</sup> Defendants  
then & there had Notice & thereby became liable & chargeable to pay the Con=  
tents of s<sup>d</sup> Note according to the Tenor thereof & in Consideration thereof  
assumed on themselves & to s<sup>d</sup> Sarah then & there promised to pay  
him the same on Demand. Yet the s<sup>d</sup> Def<sup>t</sup> the often requested  
have not nor hath either of them paid the same but neglect it to  
the Damage of s<sup>d</sup> Sarah fifty pounds. The Plaintiff by Sam<sup>l</sup>  
Thickley Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> come &  
move for a continuance of this Case to the next Term & it is considered  
by the Court that they have Day here in Court untill the last Tuesday  
of August next

Real Abraham Real late of Cummington in the County of Hampshire Yeoman & Pl<sup>ff</sup>  
Dunbar Asa Dunbar of Hairfield in the same County Yeoman al<sup>l</sup> Gent<sup>l</sup> Def<sup>t</sup>  
N<sup>o</sup> 57. in a Plea of the Case for that s<sup>d</sup> Asa ab<sup>t</sup> Cummington aforesaid on the fourteenth  
day of December in the Year of our Lord seventeen hundred eighty four by  
his Note of that Date for Value rec<sup>d</sup> promised s<sup>d</sup> Abraham to pay him four  
pounds on Demand with Interest till paid. Also for that s<sup>d</sup> Asa ab<sup>t</sup>  
s<sup>d</sup> Cummington on the same 14<sup>th</sup> day of December aforesaid by his other  
Note of hand of that Date for Value rec<sup>d</sup> promised s<sup>d</sup> Abraham to pay  
him two pounds eleven shillings & six pence on Demand with Interest  
yet s<sup>d</sup> Asa the often requested has never paid either said Notes but neglects  
it to the Damage of s<sup>d</sup> Abraham Ten pounds. The Plaintiff by Sam<sup>l</sup>  
Thickley Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called to come into  
Court make Default of appearance here. Wherefore it is considered by  
the Court that s<sup>d</sup> Abraham do recover against s<sup>d</sup> Asa Eight pounds ten  
shillings & one penny lawful Money Damage & Costs of suit taxed at  
£ 2. 0. 9 & there of &c. Exce<sup>d</sup> Mar 23<sup>rd</sup> 1790.



Jonathan Bardwell of Belmestown in the County of Hampshire Plaintiff  
vs. Joseph Freeman of the same Belmestown Defendant  
A Plea of the Case for that s<sup>d</sup> Joseph on the twenty seventh day of August last  
by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Jonathan to pay him five pounds  
six shillings lawful Money on Demand with Interest till paid & yet  
said Joseph the requested has not paid the same Note but neglected to  
the Damage of said Jonathan seven pounds The Plea appears by  
Sam<sup>l</sup> Sturkeley Esq<sup>r</sup> his Att<sup>y</sup> and that s<sup>d</sup> Joseph the three times publicly called  
to come into Court makes Default of Appearance here Wherefore it  
is considered by the Court that the said Jonathan do recover against  
s<sup>d</sup> Joseph five pounds six shillings eight pence lawful Money Damages  
& Costs of which taxed at £ 2<sup>l</sup> 3<sup>l</sup> 1<sup>l</sup> & thereof to s<sup>d</sup> s<sup>r</sup> Mar 23<sup>rd</sup> 1790

Ashebell Wells Jun<sup>r</sup> of the City & County of Hartford & State of Connecticut Wells  
Plaintiff vs. Elijah Allen of Northampton in the County of Hampshire  
Plaintiff alies Gent<sup>l</sup> Defendant in a Plea of the Case for that s<sup>d</sup> Elijah at s<sup>d</sup> Allen  
Hartford to wit at Northampton on the seventh day of July in the  
year of our Lord seventeen hundred & eighty eight by his Note for Va  
lue rec<sup>d</sup> promised s<sup>d</sup> Ashebell to pay him or Order within one month from  
that Date twenty four pounds nine shillings & six pence Law with  
Interest s<sup>d</sup> s<sup>r</sup> Allen the often requested hath not paid the same but ne  
glects it to the Damage of s<sup>d</sup> Ashebell thirty pounds

The Plea appears by Sam<sup>l</sup> Sturkeley Esq<sup>r</sup> his Att<sup>y</sup> & that s<sup>d</sup> Joseph by him or  
strong Esq<sup>r</sup> his Att<sup>y</sup> comes & moves for a Continuance of this Case to the  
next Term & laid it is considered by the Court that the s<sup>d</sup> Parties  
have Day here in Court untill the last Tuesday of August next

Isaac Thayer of Canterbury in the County of Hampshire Plaintiff  
vs. Elias Thayer of Ware in the same County Defendant  
A Plea of the Case for that s<sup>d</sup> Elias at s<sup>d</sup> Northampton on the third day  
of October in the year of our Lord seventeen hundred & eighty nine  
being justly indebted to s<sup>d</sup> Isaac in the Sum of twenty pounds law  
ful Money for so much Money of him to s<sup>d</sup> Isaac & to his Use then  
before that Time had & received & in Consideration thereof appeared  
on himself & to s<sup>d</sup> Isaac then & there promised to pay him the aforesaid  
Sum of Twenty pounds lawful Money on Demand & yet said s<sup>d</sup> Elias  
the requested has never paid the same but neglected it to the Dam  
age of s<sup>d</sup> Isaac Twenty pounds The Parties appear & on the Motion  
of the Def<sup>t</sup> it is considered by the Court that they have Day here in Court  
untill the last Tuesday of August next

Noble Pegg of Belmestown in the County of Hampshire Plaintiff  
vs. Caleb Hammon of the same Belmestown Defendant  
A Plea of the Case for that s<sup>d</sup> Caleb at s<sup>d</sup> Belmestown on the fourth day of  
January 1790 by his Note of that Date for Value rec<sup>d</sup> promised s<sup>d</sup>  
Noble to pay him or Order Eleven pounds eighteen shillings & one  
penny on Demand with Interest & yet s<sup>d</sup> Caleb the requested has not paid  
the same but neglected it to the Damage of s<sup>d</sup> Noble fifteen pounds  
The Plea appears by Sam<sup>l</sup> Sturkeley Esq<sup>r</sup> his Att<sup>y</sup> & that s<sup>d</sup> Joseph the three times  
publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that s<sup>d</sup> Noble do recover  
against s<sup>d</sup> Caleb Twelve pounds & seven pence lawful Money Damages  
& Costs of which taxed at £ 2<sup>l</sup> 13<sup>l</sup> 5<sup>l</sup> & thereof to s<sup>d</sup> s<sup>r</sup> Mar 23<sup>rd</sup> 1790

Isaac Thayer of Canterbury in the County of Hampshire Plaintiff  
vs. Jacob Paine of Belmestown in the same County Defendant  
A Plea of the Case for that s<sup>d</sup> Jacob at s<sup>d</sup> Belmestown on the fourteenth  
day of April in the year of our Lord seventeen hundred & eighty  
seven by his Note of hand for Value rec<sup>d</sup> promised s<sup>d</sup> Isaac to pay



him Stephen pounds twelve shillings lawfull money to be paid  
in neat cattle or grain at the Appraisal of them, in two years  
from the Date - and the Plaintiff avers that he was ready to receive  
the same of s<sup>r</sup> Jacob yet s<sup>r</sup> Jacob the requested has never paid  
the same but neglects it to the Damage of s<sup>r</sup> Iose Twenty  
pounds - The Plaintiff appears by Samuel Shuckley Esq<sup>r</sup> his Att<sup>r</sup>  
and the Def<sup>t</sup> the three Times called to come into Court makes  
Default of appearance here - Wherefore it is considered by  
the Court that s<sup>r</sup> Iose do recover against s<sup>r</sup> Jacob Eighteen  
pounds & six pence of lawfull money Damages & Costs of Suit  
Taped at L 2<sup>u</sup> 6<sup>u</sup> 5 & three of 4d  
Ex<sup>o</sup> p<sup>o</sup> Mar 23<sup>o</sup> 1790

Clark  
Poter &  
N<sup>o</sup> 62

Buy a Clark of Northampton in the County of Hampshire Jean<sup>e</sup> Potter  
Elisha Porter of Haverly in the same County Esq<sup>r</sup> & Sheriff of the same County  
Def<sup>t</sup> in a Plea of Trespass on the Case &c for the Default of Stephen  
Thing one of his Deputies as is attage set forth in the original Writ on  
File &c

The Plaintiff appears by Samuel Shuckley Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three  
Times called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that s<sup>r</sup> Caleb do recover against  
said Elisha Seven pounds two shillings & eight pence of lawfull  
Money Damages & Costs of Suit Taped at L 3<sup>u</sup> 3 & three of 4d  
Ex<sup>o</sup> p<sup>o</sup> Mar 23<sup>o</sup> 1790

Thyslop &  
is  
books  
N<sup>o</sup> 63

William Thyslop of Brookline in the County of Suffolk Esq<sup>r</sup> vs  
s<sup>r</sup> Iose books of Buckland in the County of Hampshire Yeoman Def<sup>t</sup>  
in a Plea wherein s<sup>r</sup> William demands against s<sup>r</sup> Iose fifty three  
Acres of land with the Appurtenances lying in Buckland aforesaid  
bounded north on Lands in Possession of Israel Cook East on Land in  
Possession of Anthony Jones South on Land in Possession of Edam  
McWatte & West on Land in Possession of Gad Oliver, which he claims  
as his Right & Inheritance & into which said s<sup>r</sup> Iose hath not Entry  
but by Difficain by him unjustly & without Judgment committed with  
in twenty years now last past & whereupon the Demandant saith  
that he within twenty years now last past in Time of Peace was seized  
of said demanded Premises with the Appurtenances in his Demesne  
as office & Right taking the Profits thereof to the Value of twenty shillings  
by the year & into which s<sup>r</sup> Iose hath not Entry but by Difficain  
aforesaid by him unjustly & without Judgment committed within the  
Term of twenty years now last past & whereof said William saith that  
s<sup>r</sup> Iose shall depose him & holds him out therefrom to the Damage  
of s<sup>r</sup> William fifty pounds - The Plaintiff appears by John Taylor  
Gent<sup>l</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three Times publicly called to come into  
Court makes Default of appearance here - Wherefore it is consid  
ered by the Court that said William do recover against the said  
s<sup>r</sup> Iose Possession of the Lands demanded with the Appurtenances and  
also the Costs of Suit Taped at L 2<sup>u</sup> 6<sup>u</sup> 7 & three of 4d  
Ex<sup>o</sup> p<sup>o</sup> May 24<sup>o</sup> 1790

Thyslop &  
Treadwell  
N<sup>o</sup> 64

William Thyslop of Brookline in the County of Suffolk Esq<sup>r</sup> vs  
Treadwell of Buckland in the County of Hampshire s<sup>r</sup> Iose Demandant Def<sup>t</sup>  
in a Plea wherein s<sup>r</sup> William demands against s<sup>r</sup> Samuel Treadwell  
Acres of land lying in Buckland aforesaid with the Appurtenances  
bounded West on Land in Possession of Anthony Jones North on Land  
in Possession of John Oliver South on Land in Possession of Elisha



Lindsey; which said William claims as his Right & Inheritance  
and into which said Samuel hath not Entry but by Dispersin  
by him unjustly & without Judgement committed &c to the Damage  
of said William fifty pounds. The Plff appears by John  
Taylor Gent<sup>n</sup> his Att<sup>y</sup> & the Deft the three Times publicly called to come  
into Court makes Default of Appearance here & Wherefore it  
is considered by the Court that s<sup>d</sup> William do recover against  
s<sup>d</sup> Samuel Dispersion of the demanded Premises with the Appur-  
tenances & also Judgement for the Costs of such taxed at  
£ 2<sup>n</sup> 17<sup>n</sup> 5<sup>n</sup> & three of d<sup>n</sup>. Writ of Fac<sup>e</sup> hab<sup>e</sup> Disp<sup>n</sup> May 24<sup>th</sup> 1790

William Threllop of Brookline in the County of Suffolk Esq<sup>r</sup> &  
Esq<sup>r</sup> W<sup>m</sup> is. Abel Smith of Buckland in the County of Hampshire  
his Husbandman Deft in a Plea wherein s<sup>d</sup> William demands Smith  
against s<sup>d</sup> Abel twenty eight Acres and a half of Land lying in  
Buckland aforesaid bounded East & North on Land in Possession  
of Anthony Jones, West on Land now or lately in Possession of Eli  
Fuller, South on Land in Possession of Archibald Lindsey, which  
some Land with the Appurtenances said William claims  
as his Right & Inheritance & into which s<sup>d</sup> Abel hath not  
Entry but by Dispersin by him unjustly & without Judgement  
committed &c to the Damage of said William Fifty  
pounds. The Plff appears by John Taylor Gent<sup>n</sup> his  
Att<sup>y</sup> & the Deft the three Times publicly called to come into  
Court makes Default of Appearance here & Wherefore it is con-  
sidered by the Court that s<sup>d</sup> William do recover against said  
Abel Dispersion of the demanded Premises with the Appur-  
tenances, & also Judgement for Costs of such taxed at £ 2<sup>n</sup> 16<sup>n</sup> 5<sup>n</sup>  
& three of d<sup>n</sup>. Writ of Fac<sup>e</sup> hab<sup>e</sup> Disp<sup>n</sup> May 24<sup>th</sup> 1790.

William Threllop of Brookline in the County of Suffolk Esq<sup>r</sup> & Dem  
Adam M<sup>r</sup> Witte of Buckland in the County of Hampshire Esq<sup>r</sup> &  
Def<sup>t</sup> in a Plea wherein s<sup>d</sup> William demands against s<sup>d</sup> Adam M<sup>r</sup> Witte  
Fifty Acres of Land lying in said Buckland bounded North  
on Land in Possession of Jesse Cook, East on Land in Posses-  
sion of Anthony Jones South on Land in Possession of Ephra-  
im Jennings West on Land in Possession of Gad Elmer  
which with the Appurtenances said William claims as his  
Right & Inheritance and into which s<sup>d</sup> Adam hath not  
Entry by Dispersin by him unjustly & without Judgement  
committed &c to the Damage of s<sup>d</sup> William Fifty pounds.  
The Plff appears by John Taylor Gent<sup>n</sup> his Att<sup>y</sup> & the Deft the  
three Times publicly called to come into Court makes Default  
of Appearance here & Wherefore it is considered by the  
Court that s<sup>d</sup> William do recover against s<sup>d</sup> Adam Disp<sup>n</sup>  
of the demanded Premises with the Appurtenances, and  
also Judgement for the Costs of such taxed at £ 2<sup>n</sup> 16<sup>n</sup> 7<sup>n</sup> & three of d<sup>n</sup>.  
Writ of Fac<sup>e</sup> hab<sup>e</sup> Disp<sup>n</sup> May 24<sup>th</sup> 1790

Thos<sup>d</sup> M<sup>r</sup> Callan Gent<sup>n</sup> David Wilson Gent<sup>n</sup> & Jonathan M<sup>r</sup> Callan  
all of Coltrains in the County of Hampshire Plffs & George Holwood  
of Atherston in the same County Gent<sup>n</sup> Def<sup>t</sup> in a Plea of Turb<sup>n</sup>  
on the Cert<sup>n</sup> for that s<sup>d</sup> Thos<sup>d</sup> David & Jonathan on the sixth day of  
July in the Year of our Lord seventeen hundred & eight nine a<sup>n</sup>  
Coltrains aforesaid were possessed of a certain Black Ox of the Age  
of six years of the Price of three pounds twenty shillings & a certain  
red Bull of the Age of three years of the Price of seven pounds  
as of their own proper Ox & Bull & being so possessed thereof  
aforesaid on the same sixth day of July aforesaid s<sup>d</sup> Coltrains  
aforesaid casually lost the s<sup>d</sup> Ox & Bull out of their hands & s<sup>d</sup> Holwood  
who said Ox & Bull aforesaid on the twenty fifth day of August



in the Year of our Lord Seventeen hundred eighty nine a Libelous Affidavit came  
to the hands of the People of the County of Hampshire by his finding the same  
now before the Court knowing the said Bull to be the proper Order of said  
High David & Jonathan & of Right to belong & a certain & then extending  
baptily & subtilly to deceive & defraud the said High David & Jonathan hath not  
obeyed the said Bull to the said High David & Jonathan the requested but after  
wards to with out the same twenty fifth day of August aforesaid a Libelous  
affidavit of the said Beneger converted & disposed of the said Bull to his own  
proper use & benefit to the Damage of the said High David & Jonathan  
Twenty pounds The Parties appear & agree to a Continuance  
of this Case & it is considered by the Court that the Parties have Day  
here in Court until the last Tuesday of August next

**Thursday** Trial of the Will & Testament of Samuel Thinsdale late of the County of Hampshire  
**Baron** & al. dies. & Plff. vs. Joseph Barnard Int. Person otherwise called Gent.  
**N<sup>o</sup> 68** & Samuel Barnard Esq. both of Overfield in the County of Dorset in a Plea  
as it is at Large set forth in the Writ at large on file in the Court being  
three Times public call & to come into Court make Default of Appear-  
ance here And the Plff. by John Taylor Gent. his Att. certifies under  
his hand on the Docket that this Case ought to have been removed  
having rec<sup>d</sup>. Directions from the Plff. for that purpose

**Parsons** Isaac Parsons of Northampton in the County of Hampshire Person Plff. vs.  
**Hyde Esq.** Caleb Hyde Esq. of Lenox in the County of Berkshire Sheriff of the County  
**N<sup>o</sup> 69** Dfth in a Plea of Turbap on the Case for that whereas on the first day of  
September in the Year of our Lord Seventeen hundred eighty five at Northamp-  
ton Isaac William Clarke of Windsor in the County of Berkshire Esq.  
before Caleb Hyde Esq. then and ever since a Justice of the Peace for the County  
of Hampshire acknowledged in the Form prescribed by Law under the  
hand & Seal of the said William Clarke that he the said William owed unto the said Isaac  
Twenty pounds & every piece lawful money to be paid to the said Isaac on the  
second day of September Anno Dom. 1788 & the said William by the Recognizance  
then & there entered into before the said Justice did well & grant that he should  
pay of the pay ment of the said Debt by the said second day of September that the  
same should be levied of his Goods & Chattels Lands or Tenements & in  
want thereof of his Body And afterwards to with on the nineteenth day  
of May in the Year of our Lord Seventeen hundred eighty six a said  
Northampton the said Isaac sued out of the Office of the same Justice an  
alias Writ of Execution on the Recognizance aforesaid in the Form prescri-  
bed by the Law of the Commonwealth directed to the Sheriff of the County of  
Berkshire or their Deputies & returnable to the same Justice within sixty  
days next following & after wards to with on the same nineteenth day of  
May the said Isaac delivered the Writ of Execution to one Jonathan Brooks then  
one of the Deputy Sheriffs of the said Caleb Hyde Esq. for the County of  
Berkshire and for whom doing in his Office said Caleb Hyde Esq.  
is answerable, to be duly executed & returned accordingly & yet the said Jonathan  
in violation regarding the Duty of his Office aforesaid utterly refused to return the same  
Execution to the said Justice on or before the last return day thereof according to the  
Precept of the same but afterwards to with on the ninth day of August in  
the Year of our Lord Seventeen hundred eighty eight made the following  
return sufficient & illegal Return on the same Exec<sup>n</sup> to with. Berkshire  
J<sup>st</sup> Aug. 9. 1788. Returns this Exec<sup>n</sup> wholly unsatisfied by Order of the Court  
on my own Risk Test. Ben. Brooks Deft. then, and the Plff. avers that he  
gave no Order to return the said Writ in manner aforesaid By Reason  
of all which the said Isaac hath lost the Benefit of the said Judgment and  
Exec<sup>n</sup> aforesaid & the Cost of this Writ of Execution all which is to  
the Damage of the said Isaac Twenty five pounds The Plff. appears by  
John Taylor Gent. his Att. & the Dfth that three Times public call to come  
into Court makes Default of appearance here & Wherefore it is considered  
by the Court that the said Isaac do recover against the said Jonathan Brooks  
one shilling & three pence lawful Money Damages & Costs of suit taxed at  
the J<sup>st</sup> J<sup>st</sup> & the Sheriff &c. Exon. 31. 1790.



Moses Gill of Winstown in the County of Worcester Esq<sup>r</sup> Plaintiff  
 David & Roger Bagg both of Westfield in the County of Hampshire Defendants  
 In a Plea of the Case for that David & Roger on the  
 twenty fifth day of March in the year of our Lord Seventy hundred and  
 eighty eight at Westfield in the County aforesaid by their Note for Value  
 rec<sup>d</sup> promised the Plff to pay him on Order Twenty three pounds fifteen  
 shillings lawful money in one Year with Interest - Also for that David  
 & Roger at Westfield aforesaid on the Day & Year last aforesaid  
 by their other Note for Value rec<sup>d</sup> promised the Plff to pay him on Order  
 five pounds five shillings lawful money on Demand with Interest  
 & that David & Roger the requested have never paid the Sums afores<sup>d</sup>  
 but neglected it to the Damage of s<sup>r</sup> Moses Forty pounds  
 The Plff appears by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>s</sup> the three Times  
 publicly called to come into Court makes Default of Appearance  
 here - Wherefore it is considered by the Court that s<sup>r</sup> Moses do recover  
 against David & Roger Thirty two pounds seven shillings & 10  
 of lawful money Damages & Costs of Suit taxed at £3.15.1. & the Costs

Proctor & al  
N<sup>o</sup> 69

Charles Jigourney of Boston in the County of Suffolk Merchant Plaintiff  
 Gideon Shepard of Westfield in the County of Hampshire Defendant  
 In a Plea of the Case for that Gideon at Westfield Shepard  
 aforesaid on the eighteenth day of May in the year of our Lord  
 Seventeen hundred & eighty seven by his Note for Value rec<sup>d</sup> pro  
 mised one Abel Whitney to pay him on his Order thirty six pounds  
 twelve shillings & eleven pence on Demand with Use & afterwards  
 to wit on the same eighteenth day of May aforesaid the Contents  
 of said Note being wholly due & unpaid said Abel by his  
 Indorsement on the same Note ordered the Contents thereof to be  
 paid to the Plff for Value rec<sup>d</sup> of which Gideon then & after  
 words the same Day had Notice & became chargeable to pay the  
 same to the Plff, & said Gideon then & there in Consideration thereof  
 assented on him & to the Plff promised he would pay the same  
 when he should be requested - But Gideon the often requested  
 hath never paid the same but neglected it to the Damage of said  
 Charles Forty pounds - This Case was commenced before  
 Samuel Sturtevant Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now bro<sup>t</sup> up to this Court  
 as the Statute in such Case made directs - The Plff appears  
 by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>s</sup> the three Times publicly  
 called to come into Court makes Default of Appearance here  
 Wherefore it is considered by the Court that the s<sup>r</sup> Charles do recover  
 against said Gideon Twenty six pounds eight shillings & ten  
 pence of lawful money Damages & Costs of Suit taxed at £4.9.5.

N<sup>o</sup> 70

Timothy Mather of Northampton in the County of Hampshire Joynar  
 Plaintiff  
 Timothy Parsons of the same Northampton Joynar Defendant  
 In a Plea of the Case for that s<sup>r</sup> Parsons at Northampton aforesaid on the twentieth fifth  
 day of August in the year of our Lord Seventy an hundred & eighty nine  
 by his Note for Value rec<sup>d</sup> promised the Plff to pay him on Order on  
 Demand Eight pounds lawful money with Interest for the  
 same till paid - & that s<sup>r</sup> Parsons the requested has never paid the  
 same but neglected it to the Damage of s<sup>r</sup> Mather Twelve pounds  
 The Plff appears by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>s</sup> the three Times  
 publicly called to come into Court makes Default of Appearance  
 here - Wherefore it is considered by the Court that the s<sup>r</sup> Mather do  
 recover against s<sup>r</sup> Parsons Eight pounds five shillings & seven pence of  
 lawf<sup>l</sup> money Damages & Costs of Suit taxed at £1.3.3 & the Costs

Mather  
Parsons  
N<sup>o</sup> 71



Mather  
 Miller  
 No 72  
 Timothy Mather of Northampton in the County of Hampshire Esq. Plaintiff  
 vs  
 Stephen Miller of Williamsburgh in the same County Yeoman Defendant  
 A Plea of the Case for that P. Stephen at Williamsburgh on the twenty first  
 day of January in the year of our Lord Seventeen hundred & eighty nine  
 by his Note for Value recd. procured the P. to pay him Four pounds  
 nineteen shillings & eight pence in real Battle in one year from the Date  
 with Interest until paid & and the P. has always been ready  
 within one year from the Date of Note to receive the Content things in  
 real Battle & yet P. Stephen the requested has never paid the P. the Con-  
 tents of Note in real Battle or in any way contented him the for sub-  
 neglect to do it to the Damage of P. Timothy Ten pounds  
 The P. appears by John Taylor Gent. his Att. & the Deft. the three times  
 publicly called to come into Court make Default of Appearance here  
 whereupon it is considered by the Court that the P. Timothy do recover  
 against the P. Stephen Five pounds six shillings & six pence of lawf. Money  
 Damages & Costs of suit taxed at £ 1. 9. 3 & three of a  
 Exce. of Mar 30. 1790

Mather  
 vs  
 Ellwell  
 No 73  
 Timothy Mather of Northampton in the County of Hampshire Gent. Plaintiff  
 vs  
 Joshua Ellwell of Westhampton in the same County Yeoman Deft.  
 The P. Partner having enter'd into a Rule of Reference to be heard finally  
 by the Just. of the Peace. The Report was send into Court this Tuesday as follows  
 viz Northampton Feb. 1. 1790 We the Subscribers being appointed Arbi-  
 trators to settle the Dispute between Timothy Mather & Joshua Ellwell  
 find that there is due to Timothy Mather Six pounds three shillings and  
 nine pence & three shillings the Cost of the Arbitration & the P. Joshua  
 pay all Cost in consequence of this Dispute as Witness our hands  
 Josiah Dickinson Ephraim Wright Eden Clap Gent.  
 whereupon it is considered by the Court that P. Timothy do recover  
 against P. Joshua six pounds three shillings & nine pence lawf. Money  
 Damages & Costs of suit do taxed at £ 1. 14. 8 & three of a  
 Exce. of Mar 30. 1790

Worthington  
 vs  
 Barnard & al  
 No 74  
 John Worthington of Springfield in the County of Hampshire Esq. Plaintiff  
 vs  
 Joseph Barnard Gent. & Samuel Barnard Esq. both of Dorchester in the  
 same County Administrators on the Estate of Joseph Barnard late of  
 Dorchester Gent. deceased. Deft. in a Plea of the Case for that P. Joseph  
 who is now deceased on the fourth day of June Anno Domini 1783 by  
 his promissory Note in Writing under his hand of that Date at W. Spring-  
 field for Value recd. procured P. Worthington to pay him or Order Two  
 hundred & thirty two pounds four shillings lawful money on Demand  
 with Interest annually till paid & yet the Deft. requested the same sum  
 never paid the same in his Life Time nor have the Administrators  
 the Deft. requested ever paid the same since his Death but unjustly  
 neglect it to the Damage of P. John Four hundred pounds  
 The P. appears by John Hooker Esq. his Att. & the Deft. the three times  
 publicly called to come into Court make Default of Appearance here  
 whereupon it is considered by the Court that the P. John do recover against  
 the said Administrators in their Capacity One hundred eighty seven  
 pounds fifteen shillings of lawful money Damages & Costs of suit taxed  
 at £ 1. 6. 3 & three of a Exce. of Apr 29. 1790

Miller  
 vs  
 Burbanks & al  
 No 75  
 Joseph Miller of Andover in the County of Hampshire Gent. Plaintiff  
 vs  
 Joseph Burbanks of Granville in said County Gent. & Abraham Burbanks of Wob-  
 Springfield in the same County Esq. Deft. in a Plea of Covenant Broken  
 and whereon said Joseph declares & says that P. Samuel Abraham & P. Spring-  
 field on the second day of August in the year of our Lord seventeen hundred &  
 eighty five made their said Poll of that Date under their hands & seals in



Court to be produced by which it is witnessed that I Thos & Abraham in  
consideration of twenty eight pounds four shillings twopenny & then  
then & there paid by said Joseph did give grant sell & convey unto him the  
said Joseph Miller sundry Lots of Land lying in Wilbraham & Ludlow  
in the County of Hampshire aforesaid which were a part of the Outward  
Common in Springfield before I Ludlow & Wilbraham were set off  
from I Springfield also the right laid out to James Osborn & Jonathan Taylors  
Estate in the Outward Common then a part of I Springfield viz James Osborns  
right in the first second & third Division & Jonathan Taylors in the first second  
& third Division in I Common & one fourth part of the Lot laid out to them  
The Estate in the first Division of I Common appoying to the Records for  
a more particular Description of I Lot a part of a Lot & to have & to hold  
the same to the I Joseph his Heirs & Assigns to his & their own use & behoof  
forever, & the I Thos & Abraham then & there by the same Deed did cov-  
enanth with the said Joseph his Heirs & Assigns that they ever then &  
there lawfully seized in fee of the Premises & that the same Premises were  
free of all Incumbrances & that they had good Right to sell & convey  
the same to the I Joseph & and that said Joseph says that the I two  
Lots or rights of Land laid out to James Osborn in the second & third  
Division of I Common as mentioned in I Deed & lying in I Wilbraham  
in I County contain no less than thirty seven Acres of Land & that the  
same now are & at the Time of executing I Deed were well worth twenty  
four shillings by the Line & that the I Right or Lot of Land laid out to  
Jonathan Taylors Estate lying in I Ludlow in the first Division of I  
Common contains not less than forty six Acres of Land & that the same  
are well worth twenty shillings by the Line & that the I Right or Lot of  
Land laid out to Jonathan Taylors Estate in I Common in the second  
& third Division thereof & lying in I Wilbraham contain not less than  
ninety Acres of Land & that the same are now & at the Time of execu-  
ting the Deed aforesaid were well worth twenty four shillings by the Line  
& the I Joseph further says that at the Time aforesaid of making  
in sealing & executing the Deed aforesaid the I Thos & Abraham were  
not lawfully seized of the Premises mentioned in I Deed & that the  
same were not free of all Incumbrances & that they had not good  
Right to sell & convey the same as aforesaid, as by the I Thos & Abra-  
ham is covenanted as aforesaid & so the I Thos & Abraham their  
Covenant aforesaid in Form aforesaid made to the I Joseph have  
broken & not kept the same to the Damage of I Joseph one hundred  
& eighty pounds — The Plt appears by John Hooker Esq his  
Affidavit & the Deft by Simon Strong Esq their Affidavit & they agree to a  
continuance of this Case to the next Term — And it is considered  
by the Court that they have Day here in Court until the last Tues-  
day of August next

Jonathan Arroy of Boston in the County of Suffolk Mart. Arroy  
Plt vs. Samuel Bernard of Springfield in the County of Hampshire Esq Deft.  
in a plea of the Case for that I Samuel at I Springfield on the nineteenth day of  
May in the Year of our Lord seventeen hundred eighty five by his promissory  
Note of hand for Value recd promised I Jonathan to pay him or Order  
Twenty two pounds eight shillings & seven pence on Demand with Inter-  
est to be paid — Yet the often requested said Samuel has never done it  
but neglects & refuses to do it to the Damage of I Jonathan forty pound  
The Plt appears by John Hooker Esq his Affidavit and the Deft the three  
Times publicly called to come into Court make his appearance  
here — Wherefore it is considered by the Court that I Jonathan do  
move against I Samuel Twenty eight pounds eight shillings &  
eight pence of Law Money Damages & Costs of his Expenditure at I  
& thereof do  
Exp of Plt 29-1790

James Blodgett of Randolph in the County of Orange & Territory called  
Vermont Esq Plt vs. Alverson Wade of Springfield in the County of Ham-  
shire Esq Deft in a plea of the Case for that I Alverson at I Springfield  
on the twenty fifth day of June in the Year of our Lord seventeen hundred &  
eighty seven by his Note of hand for Value recd promised I James to pay  
Bodgett  
Wade  
177



Ex<sup>h</sup> June 2. 1790

Whereas Joseph Lottrop of West Springfield in the County of Berkshire Elizabeth  
Dwight of Springfield in the County of Guilford before William Andrew Esq  
one of the Justices of the Peace in the County on the eighteenth day of August  
in the Year of our Lord Seventeen hundred & eighty eight at Springfield by  
the Consideration of the same Justice rendered Judgment against Daniel  
Leonard & William Leonard both of West Springfield their Executors and  
Administrators on the Estate of Daniel Leonard late of the Springfield  
deceased & in the Capacity for twelve pounds five shillings & ten pence  
half penny Damages & fifteen shillings & eleven pence Costs of Suit & of  
the said Daniel & William are comish as appears by a copy of the Record thereof  
in Court produced & altho Judgment be there given & Execution for the  
Damages & Costs aforesaid in due form of Law has been granted and  
delivered to Abraham Ripley Dep<sup>t</sup> Sheriff under Order of the Court  
of the County & return thereof made by the said Dep<sup>t</sup> Sheriff as is  
fully mentioned & declared in the Complaint of the said Joseph & Elizabeth against  
said Administrators which follows — And the said Joseph & Elizabeth aver  
that the said Judgment remains in full Force, not satisfied or revised & that the  
Daniel & William have wasted the Estate of the said Daniel the Intestate of the Value  
of the Damages & Costs aforesaid, so that no Goods or Estate of the said Daniel the  
Intestate can be found, & they therefore pray that a Writ of Sequestrum may  
issue against the said Daniel & William to show Cause why Execution should  
not be levied upon their Goods & in Warrant thereof of their Bodies to satisfy  
the Sum aforesaid — And thereupon it was recommended the Sheriff  
and now at this Time the said Writ appear by John Hooker Esq<sup>r</sup> their  
Att<sup>y</sup> and the Dep<sup>t</sup> the three Times publicly called to come into Court  
make Default of Appearance here — Wherefore it is considered by  
the Court that the said Joseph & Elizabeth do recover against the said Daniel &  
William fourteen pounds six shillings & nine pence Law Money Damages  
& Costs of Suit taxed at £ 14. 3 & thereof to Grow up Apr 30. 1790

Matthew Noble of Westfield in the County of Hampshire had late of John Lee of the same Westfield this Cardenow Debt in a Plea of the Law for that John Lee of Westfield on the 10th day of August in the Year of our Lord seventeen hundred and eighty eight by his Note of Hand for Value Received of Matthew to pay him or Order Three pounds fourteen shillings lawful Money on Demand with lawful Interest till paid Yet John Lee the said Noble requested has never paid the Same or any part thereof but negligently to the Damage of Matthew six pounds in the Appraisals by John Hooker Esqr his Att<sup>y</sup> & the Debt the three Times publicly called to come into Court under Default of Appearance here & when there is considered by the Court that Matthew do recover against John Lee Four pounds & one shilling of lawful Money Damages & Cost of Suit taxed at £11 3 3 & there of due  
Exce<sup>pt</sup> 23<sup>rd</sup> Mar 1790

Бревиш Мар 23. 1790



Samuel Lyman of Springfield in the County of Hampshire Esq<sup>r</sup> Att<sup>r</sup> N<sup>o</sup> 80  
Timothy Thos & Moses Wilder Gentlemen Tyas Pratt & Nathan Manger Yeoman  
all of Ludlow in the County aforesaid Depts in a Plea that they render him  
One hundred & twenty pounds which to him they owe & from him unjustly & al  
by detain & whereon said Samuel says that the s<sup>d</sup> Timothy Thos  
Tyas & Nathan all of Springfield on the fourth day of February in the  
Year of our Lord seven hundred & eighty eight by their certain Bond  
of that Date in Writing sealed with their seals & in Court ready to be pro  
duced bound & obliged themselves unto Samuel in the aforesaid  
Sum of one hundred & twenty pounds to be paid him on Demand  
Yet s<sup>d</sup> Timothy Thos Tyas & Nathan or either of them the requested  
have never paid the s<sup>d</sup> Samuel said Sum but neglect it to the Da  
mage of s<sup>d</sup> Samuel One hundred & twenty pounds The Plea ap  
pears by John Hooker Esq<sup>r</sup> his Att<sup>r</sup> and the s<sup>d</sup> Depts the three Times  
publicly called to come into Court make Default of Appearance he  
Wherefore it is considered by the Court that s<sup>d</sup> Samuel do recover  
against said Timothy Thos Tyas & Nathan Sixty six pounds  
Twelve shillings & ten pence lawful Money Debt & Cost of Suit  
taxed at £ 1. 4. 3 & three p<sup>ts</sup> Ex<sup>o</sup> n<sup>o</sup> Mar 23<sup>o</sup> 1790

Joseph Williams of Springfield in the County of Hampshire Williams  
Gent<sup>l</sup> Plea s<sup>d</sup> Timothy Thos & Moses Wilder Gent<sup>l</sup> Tyas Pratt and  
Nathan Manger Yeoman all of Ludlow in the County aforesaid  
Depts in a Plea that they render him One hundred & twenty pounds  
lawful Silver Money which to him they owe & from him unjustly  
detain & whereon the s<sup>d</sup> Joseph says that the s<sup>d</sup> Timothy  
Thos Tyas & Nathan all of Springfield on the fourth day of Februa  
ry in the Year of our Lord seven hundred & eighty eight by their  
certain Writing obligatory of that Date sealed with their seals and  
in Court to be produced bound & obliged themselves unto the s<sup>d</sup>  
Joseph in the s<sup>d</sup> Sum of One hundred & twenty pounds to be  
paid to the s<sup>d</sup> Joseph on Demand Yet s<sup>d</sup> Timothy Thos Tyas  
& Nathan or either of them the requested have never paid the  
said One hundred & twenty pounds but neglect it to the Damage  
of s<sup>d</sup> Joseph One hundred & twenty pounds The Plea appears by  
John Hooker Esq<sup>r</sup> his Att<sup>r</sup> & the s<sup>d</sup> Depts the three Times publicly called  
to come into Court make Default of Appearance he Where  
fore it is considered by the Court that the s<sup>d</sup> Joseph do recover  
against s<sup>d</sup> Timothy Thos Tyas & Nathan Sixty six pounds  
Twelve shillings & ten pence of lawful Money Debt & Cost of  
Suit taxed at £ 1. 4. 3 & three p<sup>ts</sup> Ex<sup>o</sup> n<sup>o</sup> Mar 23<sup>o</sup> 1790 N<sup>o</sup> 81

Samuel Shew Aberson Wade of Springfield in the County of Hampshire Wade Com<sup>l</sup>  
of Hampshire Yeoman that at a Court holden before William Shew  
Esq<sup>r</sup> one of the Justices of the Peace for s<sup>d</sup> County of Hampshire  
on the twenty third day of November last by the Consideration  
of s<sup>d</sup> Justice recorded Judgment for the Sum of twelve shillings  
lawful Money Damages & Cost of Suit taxed at One pound one  
shilling against Abiathur Stephenson of s<sup>d</sup> Springfield Yeoman  
from which Judgment s<sup>d</sup> Abiathur appeared to the Court & reas  
onaid with the Justices to prosecute the same, which he has failed to  
do ~ He therefore prays that the Judgment aforesaid may be affor  
med with additional Damages & Costs and thereupon it is consider  
ed by the Court that s<sup>d</sup> Aberson do recover against the s<sup>d</sup> Abiathur  
twelve shillings & two pence lawful Money Damages & Cost of  
Suit taxed at £ 1. 2. 4. 3 & three p<sup>ts</sup> Ex<sup>o</sup> n<sup>o</sup> Mar 23<sup>o</sup> 1790 N<sup>o</sup> 82



Richard mark Richard of Boston in the County of Suffolk Merchants of the County of Suffolk  
late of Chester in the County of Hampshire Gent<sup>l</sup> in a Plea wherein I many de-  
mands against the Book the following tract of land lying in Macclesfield Pa-  
the Lot Number Four in the Second Division containing two hundred and six Acres  
Sixty one in the same Division three containing one hundred and ten Acres also the eastern  
part of the Lot Number four in the same Division three containing seventy  
eight Acres also the Lot Number twenty eight in the same Division three containing  
One hundred and twenty five Acres also the following tracts of land lying in Chester  
in the same County. Viz Lot Number Sixty nine in the Second Division three con-  
taining thirty three Acres also the Lot Number nine in the same Division three  
containing two hundred Acres also the Lot Number Sixty in the same Division  
three containing two hundred Acres also the Lot Number thirty six in the first  
Division three containing one hundred and five Acres also the western part of Lot  
Number thirty nine in the Second Division three containing one hundred and  
twenty two Acres also the Lot Number twenty five in the same Division  
three containing two hundred Acres also the Lot Number nine in the  
third Division three containing one hundred and five Acres also the Lot Number  
thirty in the first Division three containing one hundred Acres also the Lot  
Number Forty nine in the first Division three containing one hundred Acres  
also the Lot Number forty six in the same Division three containing one  
hundred Acres and also the Interval Lot three called and known by the name of  
Lot C & D containing one hundred Acres with the Appurtenances as his  
the S<sup>r</sup> Marks Right & Privileges & also which the S<sup>r</sup> Brocks hath not being  
unless by the Dispens in which he hath of himself & without Judgment  
to the S<sup>r</sup> Marks in the twenty years now last past hath made and  
whereupon the S<sup>r</sup> Mark complains & says that on the twenty ninth day of  
January in the Year of our Lord seventeen hundred eighty one the said  
Brocks was seized of the S<sup>r</sup> Demanded Premises in his Demesne as of fee  
& so thereof being seized the S<sup>r</sup> Brocks afterwards to wit on the same Day  
at Springfield aforesaid by his Deed Poll by the Name of Brocks & Richard  
of Stockbridge in the County of Berkshire Gent<sup>l</sup> by him well executed  
sealed with his Seal & in Count to be produced the Date whereof is the  
same Day & Year in Consideration of three thousand Spanish milled Dol-  
lars paid to him by Joseph Otis of Barnstable in the County of Barn-  
stable Esq<sup>r</sup> did give grant sell & convey to the S<sup>r</sup> Joseph & to his Heirs and  
Assigns forever the S<sup>r</sup> Demanded Premises to have & to hold the same to the  
said Joseph & his Heirs to them & his executors & assigns which same  
Deed had a condition thereto annexed that whereas the S<sup>r</sup> Brocks had the  
same Day given the S<sup>r</sup> Joseph a Bond for six thousand Spanish milled  
Dollars conditioned to pay three thousand / meaning so many Spanish mil-  
led Dollars / according to the Tenor of S<sup>r</sup> Bond. If the S<sup>r</sup> Brocks should pay  
the S<sup>r</sup> Sum & the Interest thereof agreeable to S<sup>r</sup> Bond then the S<sup>r</sup> Obligation  
making the Deed of Conveyance aforesaid) to be void otherwise to remain  
in full Force by Virtue of which same Deed the said Joseph became  
and was in the twenty years now last past seized of the S<sup>r</sup> Demanded  
Premises in his Demesne as of fee & so thereof being seized & the S<sup>r</sup> Sum of  
three thousand Spanish milled Dollars with the Interest thereof being due  
& wholly unpaid the S<sup>r</sup> Joseph afterwards viz on the seventh day of  
May in the Year of our Lord seventeen hundred eighty three at Springfield  
aforesaid by his Deed by him well executed sealed with his Seal in Count  
to be produced the Date whereof is the same Day & Year in Consideration of  
nine hundred pounds paid him by Samuel Allyne Esq<sup>r</sup> of Boston in  
the County of Suffolk aforesaid Esq<sup>r</sup> did transfer make over & convey to the  
S<sup>r</sup> Samuel Allyne all his the S<sup>r</sup> Josephs Right Title & Interest to the said  
demanded Premises & the Bond aforesaid to have & to hold the same as  
fully as he himself might by Virtue of the Deed of Mortgage aforesaid by  
him & Virtue of which Deed of Assignment the S<sup>r</sup> Samuel Allyne became &  
was in the twenty years now last past seized of the S<sup>r</sup> Demanded Premises  
in his Demesne as of fee & so thereof being seized & the same Sum and  
Interest not being paid the S<sup>r</sup> Samuel Allyne afterwards viz on the twenty  
eighth day of April in the Year of our Lord seventeen hundred eighty eight  
at Springfield aforesaid by his Deed Poll by him well executed sealed with  
his Seal & in Count to be produced the Date whereof is the same Day & Year  
in Consideration of Five shillings paid by S<sup>r</sup> Marks to the S<sup>r</sup> Samuel Allyne  
did grant assign & transfer unto the S<sup>r</sup> Marks the Mortgage aforesaid & the Land  
therein conveyed to have & to hold the same to the S<sup>r</sup> Marks his Heirs & Assigns to his  
& their Heirs by Force & Virtue of which Deed from the S<sup>r</sup> Samuel Allyne to the said  
Marks so made the said Mark became & was in the twenty years now last







Stoddard & Thompson v. Prudence Stoddard  
No 86  
Solomon Stoddard of Northampton in the County of Hampshire Adm-  
istrator on the Estate of Prudence Stoddard late of Northampton deceased  
Plff vs James Thompson of Pelham in the County of Hampshire Executor of the  
last Will & Testament of James Thompson late of Northampton deceased Defth-  
in a Plea that he render to him the sum of fifty pounds lawful money  
which from him he retains for the to wit. for that James Thompson the  
Testator in his Life Time to wit on the twenty first day of July in the year  
of our Lord seventeen hundred & forty nine by his Bond of that Date  
sealed with his seal & in Court to be produced bound himself to the said  
Prudence Stoddard then living her Heirs Executors Administrators & assigns  
in the sum of fifty pounds lawful money to be paid after the expiration  
of one year from the Date of the same Bond - Jhs James the Testator  
the ofen thereto requested in his Life Time by Prudence in her Life  
Time never paid the Contents of said Bond to Prudence nor hath the  
James the Executor aforesaid since the Death of Testator the requested by  
Prudence in her Life Time & by the Plff since the Death of Prudence  
ever paid the Contents of said Bond to either of them but retains it  
to the Damage of said Solomon in his said Capacity Fifty pounds  
The Plff appears by John Taylor Gent<sup>r</sup> his Att<sup>y</sup> & the Defth by John Hooker Esq<sup>r</sup> his  
Att<sup>y</sup> and they agree to a Continuance of this Case to the next Term, and  
it is considered by the Court that they have Day here in Court until the  
last Tuesday of August next

Brown by Court  
Clap  
No 87  
Annals & Mrs Nathan Fornsby of Morewick in the County of Hamp-  
shire that his Estate was attached by Virtue of a Writ issued by William  
Lynnan Esq<sup>r</sup> in Favour of Solomon Clap of Northampton in the County  
aforesaid returnable before Lynnan at his Dwelling House in said  
Northampton on the fourth day of January last past at Ten of the Clock  
in the forenoon at which Time & Place Nathan appeared by Samuel  
Shinkley his Att<sup>y</sup> & denied the Plffs Demand & refused to submit the  
same to the Determination of Lynnan the Solomon then notified the  
Defth & Att<sup>y</sup> that he should carry his Election to the then next Court of  
Common Pleas to be holden at Springfield aforesaid on the second Day  
of February but Solomon hath failed to prosecute the same  
he therefore prays he may be allowed his Costs - Whereupon it  
is considered by the Court that Nathan do recover against the  
Solomon his Costs taxed at Thirty nine shillings & four pence & things  
Expenses Mar 27. 1790.

Morton  
Phillips  
No 88  
William Morton of Hethfield in the County of Hampshire Yeoman Plff  
vs Ezra Phillips of Chertsey in the same County Yeoman Defth in a  
Plea that Ezra render to the said William seventeen pounds eight shillings  
& two pence which to him he owes & from him retains for that said  
William by the Consideration & Indemnity of the Court of Common Pleas  
holden at Northampton in & for said County on the first Tuesday of March in  
the Year of our Lord seventeen hundred & eighty seven recovered of the said  
Ezra the sum of sixteen pounds two shillings & five pence Damages & Cost  
which taxed & & twenty five shillings & two pence which Indemnity in full  
in its full Force wholly unrecovered & unpaid whereby Action hath arisen  
to the said William to demand & have of the said Ezra the sum of seventeen  
pounds eight shillings & two pence - Now the Plff Ezra the requested hath  
not paid the same but neglects it to the Damage of William & County  
pounds - The Plff appears by Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> & the Defth  
by John Taylor Gent<sup>r</sup> his Att<sup>y</sup> and moves that this Case may be con-  
tinued to the next Term - And it is considered by the Court that said  
Parties have Day here in Court until the last Tuesday of August next

Green  
Green  
No 89  
Nathaniel Green of Boston in the County of Suffolk Esq<sup>r</sup> Plff vs  
Burgess Green of Worthington in the County of Hampshire Esq<sup>r</sup> Defth  
The said Parties having entered into a Rule of the Court & submitted the  
same before Nathaniel Bager Esq<sup>r</sup> Master of the Court the said Burgess now  
send into Court their Award as follows Vizt We the Subscribers agreed upon  
to award arbitrators & finally determine the Dispute & having given Notice



to the Parties do & having fully heard them their several Pleas Proofs and Allegations & maturely considered the same do make Judgment of Law & award to the Court of Common Pleas & in manner following Viz. Award that <sup>21</sup> ~~that~~ <sup>that</sup> Nathaniel Green pay to Benjamin Elery Green the sum of Forty nine pounds eleven shillings & four pence in Damages & Costs of a Writ & Service & also the Cost of the Return amounting to Two pounds nine shillings & that thereupon the <sup>21</sup> ~~that~~ <sup>that</sup> Nathaniel Green & the <sup>21</sup> ~~that~~ <sup>that</sup> Benjamin Green be discharged from any Demand or other do Samuel Aspell Esq. Thos. Mahan Esq. Referees — Whereupon it is considered by the Court that the said Benjamin Elery Green do recover against the said Nathaniel Green Forty nine pounds eleven shillings & four pence half penny lawful Money Damages & Costs of Writ & taxed at £ 4. 13. 8 & there of do — Exon if Mar 23. 1790.

Asa Cook of Colchester in the County of New London & State of Connecticut <sup>21</sup> ~~that~~ <sup>that</sup> Esq. <sup>21</sup> ~~that~~ <sup>that</sup> Oliver Shattuck of the Plantations at Secon in the County of Hampshire Gent. <sup>21</sup> ~~that~~ <sup>that</sup> in a Plea of the Case put that <sup>21</sup> ~~that~~ <sup>that</sup> Oliver at Col Shattuck Chester Vt. at Springfield a for said on the twenty eighth day of March in the Year of our Lord Seventeen hundred eighty nine by his Writ for Value recd & promised <sup>21</sup> ~~that~~ <sup>that</sup> Asa to pay him Seven pounds lawful Money by the first day of October then next with lawful Interest & after the Time of Payment till paid & yet <sup>21</sup> ~~that~~ <sup>that</sup> Oliver the <sup>21</sup> ~~that~~ <sup>that</sup> requested has never paid the same but neglects it to the Damage of <sup>21</sup> ~~that~~ <sup>that</sup> Asa Eight pounds — The Plea appears by Mors Bliff Esq. his Att. & the Deft. the three Times publicly called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that the <sup>21</sup> ~~that~~ <sup>that</sup> Asa do recover against <sup>21</sup> ~~that~~ <sup>that</sup> Oliver Seven pounds Four shillings & four pence lawful Money Damages & Costs of Writ & taxed at £ 11. 5. 2 there of do — Exon if Mar 23. 1790

John Watson of East Windsor in the County of Hartford & State of Connecticut <sup>21</sup> ~~that~~ <sup>that</sup> Esq. <sup>21</sup> ~~that~~ <sup>that</sup> Edward Payte of Greenwich in the County of Hampden Husbandman <sup>21</sup> ~~that~~ <sup>that</sup> in a Plea of Ejectment <sup>21</sup> ~~that~~ <sup>that</sup> Payne wherein <sup>21</sup> ~~that~~ <sup>that</sup> John demands against said Edward one Messuage and Twenty Acres of Land adjoining & Building thereon & the appurtenances as the same belonging bounded as follows Viz. on a high way Northw. on a Town way East on Land of Joseph Hendricks & partly on unimproved Land South on Land of Solomon Gibbs being the East part of the Farm <sup>21</sup> ~~that~~ <sup>that</sup> Edward bought of Caleb West & whereupon <sup>21</sup> ~~that~~ <sup>that</sup> John says that <sup>21</sup> ~~that~~ <sup>that</sup> Edward at <sup>21</sup> ~~that~~ <sup>that</sup> Greenwich on the twentieth day of August in the Year of our Lord Seventeen hundred eighty eighth by his Deed sold under his hand & of that Date by him well executed in consideration of the sum of forty nine pounds lawful Money to him in hand paid by <sup>21</sup> ~~that~~ <sup>that</sup> John bargained sold & conveyed the said aforesaid Premises with the appurtenances to <sup>21</sup> ~~that~~ <sup>that</sup> John to have & to hold to him & to his heirs & assigns forever as an absolute Deed in fee simple, by force whereof <sup>21</sup> ~~that~~ <sup>that</sup> John then & there became seized of the same Premises & of right ought still to hold the said demanded Premises — Nevertheless <sup>21</sup> ~~that~~ <sup>that</sup> Edward hath since illegally & without our Judgment entered upon the <sup>21</sup> ~~that~~ <sup>that</sup> John & dispossessed him thereof & whereupon <sup>21</sup> ~~that~~ <sup>that</sup> John complains that <sup>21</sup> ~~that~~ <sup>that</sup> Edward usurps the <sup>21</sup> ~~that~~ <sup>that</sup> Deed & holds him out therefrom to the Damage of <sup>21</sup> ~~that~~ <sup>that</sup> John Twenty pounds — The Plea appears by Mors Bliff Esq. his Att. & the Deft. the three Times called to come into Court makes Default of appearance here — Wherefore it is considered by the Court that <sup>21</sup> ~~that~~ <sup>that</sup> John do recover against <sup>21</sup> ~~that~~ <sup>that</sup> Edward the said demanded Premises against said Edward, unless <sup>21</sup> ~~that~~ <sup>that</sup> Edward shall in two months pay the <sup>21</sup> ~~that~~ <sup>that</sup> John Fifty three pounds & ten shillings & also that <sup>21</sup> ~~that~~ <sup>that</sup> John do recover against <sup>21</sup> ~~that~~ <sup>that</sup> Edward his Cost taxed at £ 1. 7. 7 — Writ of Habeas Corpus if May 24. 1790



Palmer  
Sifton  
No 92

Thomas Palmer of Hopkinton in the County of Washington & State of Rhode Island  
Joins Plaintiff vs. Nathan Sifton of Wilbraham in the County of Hampshire  
Joins Defendant in a Plea of the Case for that s<sup>d</sup> Nathan at Springfield aforesaid  
on the seventh day of March in the Year of our Lord Seventeen hundred and  
eighty five by his Note of hand of that Date for Value rec<sup>d</sup> promised s<sup>d</sup>  
Jones to pay him twenty five pounds lawful Money in two Years from  
s<sup>d</sup> Date in that Stock (meaning that Cattle under seven years old  
at Cash price with lawful Interest from s<sup>d</sup> Date & s<sup>d</sup> Jones ever he was  
always ready to receive the same accordingly at Springfield aforesaid  
Also for that s<sup>d</sup> Nathan at Springfield on the Day & Year aforesaid  
by his other Note for Value rec<sup>d</sup> promised s<sup>d</sup> Jones to pay him or Order  
Twenty five pounds lawful Money in Wheat at Cash price in four  
Years from the Date thereof to be delivered at Norwich Landing to wit  
at Springfield aforesaid with Interest from the Date thereof & said  
Jones ever he was always ready to receive the same at Norwich Landing  
aforesaid of s<sup>d</sup> Nathan the requested hath never paid the said  
but neglects it to the Damage of said Jones Sixty pounds  
The Plaintiff appears by Moses Bliff Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> comes & moves  
for a continuance of this Case to the next Term and it is considered  
by the Court that the s<sup>d</sup> Parties have Day here in Court until the  
next Tuesday of August next

Bliff &  
Lyon  
No 93

Moses Bliff of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff vs.  
Calab Lyon of Greenfield in the same County Joins Defendant in a  
Plea wherein s<sup>d</sup> Moses Demands against s<sup>d</sup> Calab, one moiety or half part  
in common & undivided of and in a certain Tract or Parcel of Land  
lying in s<sup>d</sup> Greenfield containing in the whole Sixty Acres part of the Tract  
No 8 in the second Division laid out to John Burns of Deerfield thirty  
East of Green River North of Cheap Side, West of the County Road that  
bears from s<sup>d</sup> Greenfield to Bernardston a little over Mill Brook so  
called beginning at a Stake & Stones then running West nine ten  
degrees North 106 perches joining upon David North Steins Land then  
North 5° East so far as to include & make up Sixty Acres the East  
5° South to the Road thereby & upon s<sup>d</sup> Road to the first mentioned bounds  
with the Appurtenances Whereupon s<sup>d</sup> Moses says that one John Usher  
of Springfield aforesaid on the seventh day of February in the Year  
of our Lord Seventeen hundred & eighty four by his Deed put under  
his hand & seal of that Date by him well executed in Consideration  
of the sum of fifteen pounds to him in hand paid by s<sup>d</sup> Moses  
bargained sold & conveyed the demanded Premises with the Appur-  
tenances to s<sup>d</sup> Moses to have & to hold to him & his Heirs & assigns  
forever as an absolute Deed in fee simple forever by force whereof  
s<sup>d</sup> Moses then & then became seized & possessed of the same Premises  
& of Right ought still to hold the s<sup>d</sup> demanded Premises never the-  
less s<sup>d</sup> Calab hath since illegally & without Permission entered  
upon s<sup>d</sup> Moses & devalued since thereof & whereupon s<sup>d</sup> Moses complains  
s<sup>d</sup> Calab unjustly deprivate him & still holds to him on the ground to the  
Damage of s<sup>d</sup> Moses Ten pounds The Plaintiff & the Def<sup>t</sup> the three  
Times publicly called to come into Court make Default of Appearance  
here ~ Wherefore it is considered by the Court that s<sup>d</sup> Moses do recover against  
said Calab his Heirs & Possession of the demanded Premises unless said  
Calab shall in two months pay s<sup>d</sup> Moses  
lawful Money And it is also considered by the Court that s<sup>d</sup> Moses  
do recover against s<sup>d</sup> Calab costs of Suit taxed at £ 1. 6. 3  
Writ of Fac<sup>t</sup> hab<sup>e</sup> Poss<sup>n</sup> sine s<sup>d</sup> 1790



Essewar Allen of Shelburne in the County of Hampshire Plaintiff  
vs  
Isaac Hanson of Shelburne aforesaid Defendant in a Plea of the Case for that  
Isaac Hanson at Shelburne on the fifth day of December in the year of our Lord  
seventeen hundred eighty eight by his Note for Value received promised & bound  
himself to pay him thirteen pounds fourteen shillings & six pence lawful money  
by the fifth day of June then next with Interest from the time of Payment  
till paid &c. Isaac Hanson the undersigned has never paid the same but neglects  
it to the Damage of s<sup>r</sup> Essewar fifteen pounds

The Parties appear & agree to a Continuance of this Case to the next Term  
and it is considered by the Court that they have Day here in Court until  
the last Tuesday of August next

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Plaintiff  
vs  
Israel Dewey of Southwicks Defendant in a Plea of the Case for that  
Israel Dewey at Springfield aforesaid on the eighteenth day of May in the year  
of our Lord seventeen hundred eighty five by the Note for Value received  
promised s<sup>r</sup> William to pay him or his Order twenty six pounds sixteen  
shillings & seven pence lawful silver money on Demand with Law-  
ful Interest for the same till paid &c. Israel & Abner through  
neglect have never paid the same but neglect it to the Damage  
of said William one hundred & ten pounds The Plea appears  
by Maps Bliff Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called to  
come into Court make Default of Appearance but wherefore  
it is considered by the Court that s<sup>r</sup> William do recover against  
said Israel & Abner Ninety eight pounds sixteen shillings & nine  
pence of lawful money Damages & Costs of Suit taxed at £2.12.5  
& Shillings  
Ex<sup>ce</sup> Mar 25. 1790

Chester Pease of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs  
Silas Fowler of Pease Southwicks in the same County Esq<sup>r</sup> Defendant in a Plea of the Case for that  
Silas Fowler at Springfield on the sixth Day of November in the year of our Lord one  
thousand seven hundred eighty seven by his Note for Value received promised  
s<sup>r</sup> Chester to pay him thirteen pounds lawful money on Demand with the  
same till paid &c. Silas the undersigned has never paid the  
same but neglects it to the Damage of s<sup>r</sup> Chester fifteen pounds  
The Plea appears by Maps Bliff Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of Appearance  
but wherefore it is considered by the Court that s<sup>r</sup> Chester do  
recover against s<sup>r</sup> Silas fourteen pounds sixteen shillings &  
five pence lawful money Damages & Costs of Suit taxed at £1.0.11  
& Shillings  
Ex<sup>ce</sup> Mar 25. 1790

Samuel Fowler of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs  
Charles Goodrich of Westfield in the County of Berkshire Esq<sup>r</sup> Defendant in a Plea of the Case for that  
Charles Goodrich at Westfield on the twenty fifth day of August in the  
year of our Lord seven hundred eighty nine by his Note for  
Value received promised s<sup>r</sup> Nathaniel Bates to pay him or his  
Order thirty seven pounds three shillings & five pence lawful money  
on Demand with lawful Interest from the Date till paid  
& afterwards on the Day & Year aforesaid at Springfield aforesaid  
said Nathaniel by his Indorsement on the Note assigned the  
same over to s<sup>r</sup> Samuel for Value received by means whereof said  
Charles became liable to pay the same to the Plaintiff his Order  
& there appeared on him self & promised the Plaintiff to pay him  
the same accordingly &c. Charles the undersigned has never paid  
the same but neglects it to the Damage of s<sup>r</sup> Samuel forty five  
pounds The Plea appears by Maps Bliff Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup>



the three Times publicly called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Samuel do recover against s<sup>d</sup> Charles Thirty eight pounds seven shillings eight pence lawful Money Damages & Costs of which taxed at £ 11 11 2 & thereof &c

Ex<sup>o</sup> p<sup>o</sup> Mar 25. 1790

F Fuller  
Hodges  
N<sup>o</sup> 98  
J<sup>r</sup> J<sup>r</sup> Fuller of Somers in the County of Tolland & State of Connecticut  
Gent<sup>l</sup> P<sup>l</sup> vs. Elephelt Hodges of Monson in the County of Hampshire  
Yeoman Debt in a Plea to as is set forth a Charge in the Within File &c  
The P<sup>l</sup> being three Times called is Nonvict the Debt defaulted & the Action is dismissed

Bryant  
Bryant  
N<sup>o</sup> 99  
Daniel Damon Breach of Ellington in the County of Tolland & State of Connecticut Yeoman P<sup>l</sup> vs. Israel Butler of Greenfield in the County of Hampshire Yeoman & Eliza his wife of Hadley in the same County  
Debt in a Plea of the Case for that s<sup>d</sup> Israel & Eliza at Springfield a p<sup>o</sup> on the eighth day of January in the Year of our Lord seven hundred & eighty nine full value and by their Note pronounced s<sup>d</sup> Daniel to pay and deliver to him three thousand & one half thousand feet of greenish tanbark white Pine Boards to be delivered at Belfast, Ferry in Co<sup>o</sup> Windsor viz at Springfield aforesaid by the first day of June then next & the P<sup>l</sup> says said Boards & the Time & Date of Delivery were worth the sum of seven pounds, & that he was always ready during s<sup>d</sup> Term of Payment to receive s<sup>d</sup> Boards & yet s<sup>d</sup> Israel & Eliza had often requested have never paid the same but neglect it to the Damage of s<sup>d</sup> Daniel Ten pounds &c The P<sup>l</sup> appears by M<sup>o</sup>s P<sup>l</sup> of his Att<sup>o</sup> & the Debt the three Times publicly called to come into Court make Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> Daniel do recover against said Israel & Eliza seven pounds six shillings & nine pence lawful Money Damages & Costs of which taxed at £ 11 11 2 & thereof &c

Ex<sup>o</sup> p<sup>o</sup> Mar 25. 1790

Phillips &  
Wells  
N<sup>o</sup> 100  
William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> P<sup>l</sup> vs. Mathias Wells of Westfield in the County of Hampshire Gent<sup>l</sup> Debt in a Plea of Debt for that said P<sup>l</sup> before the Justice of the Court of Common Pleas holden at Northampton in s<sup>d</sup> County of Hampshire on the last Tuesday of August in the Year of our Lord seven hundred & eighty five by the Consideration of s<sup>d</sup> Parties recovered Judgment against s<sup>d</sup> Mathias for fifty nine pounds ten shillings & one penny lawful Money Damages & Costs of Court being two pounds & sixteen shillings & ten pence which Judgment yet remains in full Force not discharged or satisfied & the a Writ of Execution & a writ of Execution hath been duly issued thereon yet the Return day thereof hath long since been past & no part thereof paid whence Action hath accrued to s<sup>d</sup> William to have & recover the aforesaid sum of said Mathias & yet s<sup>d</sup> Mathias the often requested the same hath not paid but neglect it to the Damage of said William seventy pounds The P<sup>l</sup> appears by M<sup>o</sup>s P<sup>l</sup> of his Att<sup>o</sup> & the Debt the three Times publicly called to come into Court make Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> William do recover against said Mathias seventy nine pounds eight shillings & one penny lawful Money Debt & Costs of which taxed at £ 2. 10. 5 & thereof &c

Ex<sup>o</sup> p<sup>o</sup> Mar 25. 1790

Burb  
Hale  
N<sup>o</sup> 101  
Jonathan Burb of Long Meadow in the County of Hampshire Yeoman P<sup>l</sup> vs. Jonathan Hale of the same Long Meadow Yeoman Debt in a Plea of the Case for that said Hale at Springfield on the first day of January 1790 was justly indebted to s<sup>d</sup> Burb in the sum of two hundred & forty three pounds four shillings lawful Money to balance books accounts for services & Labour by him the said Burb done for him the said Hale at his Request for the Term of seven years & being so indebted said Hale then & there promised s<sup>d</sup> Burb







to pay him or his Order on Demand the Sum of Five pounds eleven shillings  
& one penny Lawful Money with lawful Interest for the same till paid -  
Yet s<sup>d</sup> John & Thomas the requested have never paid the same but neglect  
it to the Damage of said William eight pounds - The Plf appears  
per by M<sup>rs</sup> Ship by his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly called  
to come into Court make Default of Appearance here Wherefore it is con  
sidered by the Court that s<sup>d</sup> William do recover against s<sup>d</sup> John and  
Thomas Five pounds one shilling eight pence Lawful Money Damages  
& Costs of Suit taxed at £ 1. 11. 7 & thereof - Ex<sup>o</sup> p<sup>er</sup> Mar 25. 1790 -

Dewey  
vs  
Loomis  
N<sup>o</sup> 105.  
Israel Dewey Jun<sup>r</sup> of Westfield in the County of Hampshire Gen<sup>l</sup> vs  
Joshua Loomis of the same Westfield Gen<sup>l</sup> in a Plea of the Case  
for that s<sup>d</sup> Joshua at Westfield aforesaid on the first day of June in the  
Year of our Lord Seventeen hundred eighty six by his Note for Value received  
promised the Plf to pay him three pounds lawful Money worth of  
Grain on the first day of March then next with lawful Interest till  
paid & the Plf says he was at the Time of Delivery ready to receive the  
same Grain - Also for that s<sup>d</sup> Joshua thereby by his other Note of the same  
Date with the above for Value rec<sup>d</sup> promised the Plf to pay him three  
pounds worth of Grain within one year & a half year from the Date thereof  
with lawful Interest for the same & the Plf says he was during said  
Term ready to receive s<sup>d</sup> Grain yet s<sup>d</sup> Joshua the requested hath  
never paid either the aforesaid Sum or any way performed his said  
Promise but neglects it to the Damage of s<sup>d</sup> Israel Ten pounds -  
The Plf appears by M<sup>rs</sup> Ship by his Att<sup>y</sup> & the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of Appearance  
here & Wherefore it is considered by the Court that s<sup>d</sup> Israel do recover  
against s<sup>d</sup> Joshua Seven pounds three shillings & eight pence lawful  
Money Damages & Costs of Suit taxed at £ 1. 4. 3 & thereof -  
Ex<sup>o</sup> p<sup>er</sup> Mar 25. 1790

Pentec  
vs  
Rogers  
N<sup>o</sup> 106  
John Pentec of Wendell in the County of Hampshire Gen<sup>l</sup> vs Isaac Rogers  
of Barre in the County of Worcester Blacksmith in a Plea of the Case  
for that s<sup>d</sup> Isaac at s<sup>d</sup> Springfield on the second Day of July last past  
by his Note for Value rec<sup>d</sup> promised the Plf to pay him or Order Thirty  
pounds lawful Money by the last Day of October then next & Interest  
from the Time of Payment untill paid - Yet s<sup>d</sup> Isaac the requested  
hath not paid the same but neglects it to the Damage of said  
John Fifty pounds - The Plf appears by M<sup>rs</sup> Ship by his Att<sup>y</sup>  
and the Def<sup>t</sup> by Dargath Foster Esq<sup>r</sup> his Att<sup>y</sup> & they agree that this Case  
be continued to the next Term - And it is considered by the Court  
that they have Day here in Court untill the last Tuesday of August next

Prase  
vs  
Howler  
N<sup>o</sup> 107.  
Joseph Prase of Suffolk in the County of Hampshire & State of Connecticut  
Gen<sup>l</sup> vs Biddad Fowler of Westfield in the County of Hampshire Gen<sup>l</sup>  
Def<sup>t</sup> in a Plea that he under to him the s<sup>d</sup> Joseph five pounds & that  
he owes to & lawfully detains from him for that s<sup>d</sup> Biddad on the third  
day of August last at s<sup>d</sup> Westfield by his certain Bond of that Date valid  
with the Seal of s<sup>d</sup> Biddad acknowledged him self holden & firmly bound  
unto s<sup>d</sup> Joseph in s<sup>d</sup> Sum of twenty five pounds to be paid to s<sup>d</sup> Joseph  
whenever after he should be lawfully required - Yet s<sup>d</sup> Biddad the requested  
hath not paid the same but neglects it to the Damage of said  
Joseph Twenty five pounds - The Plf appears by M<sup>rs</sup> Ship by his Att<sup>y</sup>  
and the Def<sup>t</sup> the called to come into Court makes Default of Appearance  
here - Wherefore it is considered by the Court that s<sup>d</sup> Joseph do recover  
against s<sup>d</sup> Biddad Four pounds ten shillings & four pence half penny  
Lawful Money Deb<sup>t</sup> & Costs of Suit taxed at £ 1. 13. 11 - After which  
said Biddad by Joseph Prase Gen<sup>l</sup> his Att<sup>y</sup> comes into Court & appears  
from the Judgment of the Court to the Supreme Judicial Court to be held  
at Northampton in & for the County of Hampshire on the last Tuesday  
of April next & he recognises for s<sup>d</sup> Biddad promising s<sup>d</sup> Appeal as by  
said Recognizance be this does appear



George Phillips Gent<sup>n</sup> & Thompson Phillips Gent<sup>n</sup> both of Middle town in  
the County of Middlesex & State of Connecticut Administrators on the Estate  
of George Phillips late of Middle town deceased Plaintiff vs. Thomas Hunt of Phillips & al  
Stockbridge in the County of Berkshire & Thomas Hunt of Westhampton  
in the County of Hampshire & Thomas Hunt of the last Will & Testament of Hunt & al Ex<sup>rs</sup>  
of John Hunt late of Northampton in & County died & in & Capacity Deft<sup>s</sup> No 108  
for that J<sup>d</sup> John a Northampton aforesaid on the thirtieth day of  
February in the Year of our Lord Seventeen hundred eighty one by his  
Note for Value and promised J<sup>d</sup> George & Thompson to pay them or Order  
on Demand five pounds lawful Silver Money with Interest for the  
same till paid & yet J<sup>d</sup> John the requested did not in his Life Time  
nor have J<sup>d</sup> Thomas & al and his Executors since his Decease ever  
performed the Promise aforesaid but neglected it to the Damage of  
J<sup>d</sup> George & Thompson Ten pounds The Deft<sup>s</sup> appear by M<sup>rs</sup> Bluff  
by their Att<sup>y</sup> & the Deft<sup>s</sup> the three Times publicly called to come  
into Court make Default of Appearance here & therefore it is consider  
ed by the Court that J<sup>d</sup> George & Thompson do recover against said  
Thomas & al in their Capacity aforesaid Eight pounds & six pence  
lawful Money Damages & Costs of Suit taxed at £ 6.5 & there of  
Done at Mar 25. 1790

Sam. Burr of Springfield in the County of Hampshire Plaintiff vs.  
Charles Bddy of Westhampton or of Palmer in the same County & John Bddy  
in & the State of New York for that J<sup>d</sup> Charles abt Springfield on the twenty fourth  
day of May in the Year of our Lord Seventeen hundred eighty seven by  
his certain Writing by him subscribed acknowledged that he had rec<sup>d</sup>  
of the Pl<sup>ff</sup> J<sup>d</sup> Thomas good Stock Sheep to be returned in One Year from the  
Date thereof & also to return one pound of mutton to the Pl<sup>ff</sup> Wool  
Yearly for the Use of Sheep & J<sup>d</sup> Sam avert he was ready at the End  
of the Year to work abt said Springfield to receive the same Sheep & Wool  
but J<sup>d</sup> Charles hath never delivered J<sup>d</sup> Sheep, but hath delivered J<sup>d</sup> Sam  
J<sup>d</sup> Sheep Wool & that J<sup>d</sup> Sheep at the Time & Place of Delivery were  
well worth Six Shillings each & also for that J<sup>d</sup> Charles then afterwards  
on the first Month day of June last by his certain Note in Writing  
for Value received promised the Pl<sup>ff</sup> to pay him or Order Three pounds  
lawful Money on Demand with the Use for the same till paid & yet J<sup>d</sup>  
Charles the requested he the never performed either his said Promise but  
neglects it to the Damage of said Sam Nine pounds & The Pl<sup>ff</sup> ap  
pear by M<sup>rs</sup> Bluff by their Att<sup>y</sup> & the Deft<sup>s</sup> the three Times publicly  
called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that J<sup>d</sup> Sam do recover  
against said Charles Seven pounds twelve Shillings & nine pence  
of lawful Money Damages & Costs of Suit taxed at £ 1.7.7 & there of  
Done at Mar 28. 1790

Samuel Burr & James Burr both of the City & County of Hartford & State of Connecticut  
of Connecticut Merchants Plaintiff vs. Joel Lyman of Northampton in  
the County of Hampshire & Thomas Hunt in & the State of New York for that J<sup>d</sup> Joel abt Hartford  
ford Vis at Northampton on the sixteenth day of October in the Year  
of our Lord Seventeen hundred eighty eight by his Note for Value  
rec<sup>d</sup> promised J<sup>d</sup> Samuel & James to pay them twenty nine pounds  
nine Shillings & seven pence lawful Money on Demand with the Use  
of J<sup>d</sup> Joel hath never paid the same to J<sup>d</sup> Samuel & James or either of them  
but neglects it to the Damage of J<sup>d</sup> Samuel & James Forty pounds  
The Pl<sup>ff</sup> appear by M<sup>rs</sup> Bluff by their Att<sup>y</sup> & the Deft<sup>s</sup> the three Times pub  
licly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that J<sup>d</sup> Samuel & James  
do recover against said Joel Thirty one pounds sixteen Shillings  
& two pence lawful Money Damages & Costs of Suit taxed at  
£ 2.6.8 & there of  
Done at April 30. 1790



Parkbridge  
v. Hill  
No 111  
Ed Parkbridge Junr of Chute field in the County of Hampshire Gent<sup>l</sup> vs. John Hill of Brans in the County of Hampshire Gent<sup>l</sup> Defendant in a Plea of the Case for that I Hill at Greenwich on the first day of June in the Year of our Lord seventeen hundred & eighty in consideration that the Plaintiff delivered to him thirty three bushells & an half bushell of Rye promised the Plaintiff to deliver I Rye to Levi Thayer & John Robinson then of Malden in the County of Worcester, when he the Plaintiff should be thereto requested by the said Thayer & Robinson ~ Yet the Plaintiff the often requested by the said Thayer & Robinson hath not delivered said Rye but neglects it to the Damage of the Plaintiff Twenty pounds ~ The Plaintiff appears by his Att<sup>y</sup> the Defendant the three times publicly called to come into Court makes Default of Appearance here ~ Wherefore it is considered by the Court that the Plaintiff do recover against the Defendant Eight pounds seven shillings & six pence lawful Money Damages & Costs of which taxed at £ 2.10.4 & thus paid Ex<sup>te</sup> p<sup>re</sup> Mar 24 1790

Chandler Esq<sup>r</sup>  
Gray Adm<sup>r</sup>  
No 112

William Warner  
No 113  
Israel Williams of Hatfield in the County of Hampshire Gent<sup>l</sup> vs. Thomas Warner of Ashfield in the same County Gent<sup>l</sup> Defendant in a Plea of the Case for that the Plaintiff aforesaid on the fourth day of December in the Year of our Lord seventeen hundred & eighty eight by his Note of that Date for Value received promised the Plaintiff to pay him three pounds fifteen shillings & nine pence worth of real Cattle delivered at Landford in Ashfield on or before the twenty fourth day of November next to the Plaintiff till paid ~ Yet the Defendant the requested has never paid the same but neglects it to the Damage of the Plaintiff Five pounds ~ The Plaintiff appears by William Billings Esq<sup>r</sup> his Att<sup>y</sup> and the Defendant the three times publicly called to come into Court makes Default of Appearance here ~ Wherefore it is considered by the Court that the Plaintiff do recover against the Defendant Four pounds one shilling & six pence lawful Money Damages & Costs of which taxed at £ 1.11.7 & thus paid Ex<sup>te</sup> p<sup>re</sup> Mar 25 1790

William Warner  
No 114  
Aaron Billings Trader & Elisha Billings Gent<sup>l</sup> both of Conway in the County of Hampshire vs. Thomas Warner of Ashfield in the same County Gent<sup>l</sup> Defendant in a Plea of the Case for that the Plaintiff aforesaid on the ninth day of August in the Year of our Lord seventeen hundred & eighty nine by his Note for Value received promised the Plaintiff to pay them the sum of Five pounds eleven shillings & seven pence lawful Money on Demand ~ But till paid ~ Yet the Defendant the requested has never paid the same but neglects it to the Damage of the Plaintiff Aaron & Elisha Seven pounds ~ The Plaintiff appears by William Billings Esq<sup>r</sup> their Att<sup>y</sup> & the Defendant the three times publicly called to come into Court makes Default of Appearance here ~ Wherefore it is considered by the Court that the said Aaron & Elisha do recover against said Thomas Five pounds fifteen shillings & six pence lawful Money Damages & Costs of which taxed at £ 2.2.3 & thus paid Ex<sup>te</sup> p<sup>re</sup> Mar 25 1790



Ben & Buntow of Ashfield in the County of Hampshire Plaintiff  
vs  
Moses Hatton of Charlemont in the same County Defendant  
of the Case for that s<sup>d</sup> Moses & Charlemont aforesaid on the third day of October  
in the Year of our Lord seventeen hundred & eighty nine by his  
Note for Value rec<sup>d</sup> promised one Tabulon Buntow to pay him or Order Five  
hundred pounds seven shillings & eleven pence lawful Money on Demand  
with Interest till paid & afterwards via on the first day of November  
in the Year aforesaid by his Indorsement on s<sup>d</sup> Note ordered the payor  
out of the contents of s<sup>d</sup> Note then wholly due & unpaid to be made  
to said Ben & Buntow of all which s<sup>d</sup> Moses the same Day  
had Notice & so became liable to pay the same according & in Con-  
sideration thereof promised to pay him the same on Demand & also for  
that s<sup>d</sup> Moses & Charlemont aforesaid on the third day of November in  
the Year of our Lord seventeen hundred & eighty nine by his other Note for Value  
promised one Tabulon Buntow to pay him or Order three pounds one shilling  
on Demand with Interest for the same till paid & afterwards to wit  
on the first day of January 1790 by his Indorsement on s<sup>d</sup> Note ordered the  
contents of s<sup>d</sup> Note then due to be paid to s<sup>d</sup> Ben & Buntow of all which  
s<sup>d</sup> Moses & Charlemont the same Day had Notice & so became liable to pay the contents of  
s<sup>d</sup> Note to s<sup>d</sup> Ben & Buntow according to the Tenor thereof & being so liable he pro-  
mised s<sup>d</sup> Ben & Buntow to pay the same when he should be thereto requested & yet  
said Moses the requested has never performed either of his said  
Promises but neglects it to the Damage of said Ben & Buntow  
pounds & The Plaintiff appears by Mr. Billings Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup>  
the three Times publicly called to come into Court makes Default & of  
appearance here Wherefore it is considered by the Court that said  
Ben & Buntow recover against said Moses Eleven pounds thirteen shil-  
lings & eleven pence lawful Money Damages & Costs of which tax is ab-  
solved & thereof do  
Exon<sup>r</sup> s<sup>d</sup> Mar 28. 1790

Benjamin Sprague late of Gosport in the County of Hampshire Plaintiff  
vs  
Othaniel Taylor of Charlemont in the same County Defendant  
of the Case for that s<sup>d</sup> Othaniel at Charlemont aforesaid on the second day  
of October in the Year of our Lord seventeen hundred & eighty seven  
by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Benjamin by the Name of Othaniel  
Taylor Esq<sup>r</sup> to pay him or Order Twenty five pounds fourteen shillings  
& nine pence lawful Money on Demand at Cash price in two years  
& one month from that Date to be delivered at s<sup>d</sup> Othaniel's Dwelling  
House in Charlemont with Interest & yet s<sup>d</sup> Othaniel the requested hath  
not paid the contents of s<sup>d</sup> Note tho' s<sup>d</sup> Benjamin was always ready to re-  
ceive the same, but neglects it to the Damage of said Benjamin Forty pounds  
The Plaintiff appears by William Billings Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by Samuel  
Shuckley Esq<sup>r</sup> his Att<sup>y</sup> & they agree that this Case be continued to the next  
Term & that Judgment be then final & And it is considered by the  
Court that said Parties have Day here in Court untill the last Tues-  
day of August next

Abner Croft of Ashfield in the County of Hampshire Plaintiff  
vs  
Elijah Wait of the same Ashfield Plaintiff  
vs  
Aaron Wait of the same Ashfield Defendant  
of the Case for that s<sup>d</sup> Elijah & s<sup>d</sup> Aaron Wait  
aforesaid on the first day of December in the Year of our Lord seventeen hundred &  
eighty nine was indebted to said Aaron in the sum of Eleven pounds lawful  
Money for five months Work & Labour by s<sup>d</sup> Aaron for s<sup>d</sup> Elijah & s<sup>d</sup> Aaron's mutual  
Covenant & Request before that Time done & performed & in Consideration thereof  
s<sup>d</sup> Elijah the same Day & Year promised to pay s<sup>d</sup> Aaron & s<sup>d</sup> Aaron when re-  
quested & yet s<sup>d</sup> Elijah the requested hath not paid the same  
but neglects it to the Damage of said Aaron Eighteen pounds  
The Plaintiff appears by Mr. Billings Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by Samuel Shuckley Esq<sup>r</sup>  
his Att<sup>y</sup> & they agree that this Case be continued to the next Term & it is  
considered by the Court that they have Day here in Court untill the last Tuesday  
of August next



William & John Williams of Dursfold in the County of Hampshire Esqrs Appeal Consider  
 Dickinson Gleeman & Elphalest Dickinson Gent<sup>rs</sup> Sols<sup>rs</sup> of the same Dursfold Esqrs  
 Dickinson dal in a Pla of the Case for that s<sup>d</sup> Consider & Elphalest on the twenty seventh day  
 N<sup>o</sup> 118 of April last past at Dursfold aforesaid by their Note for Value recd promised  
 s<sup>d</sup> John to pay him the Value of two hundred & eighty pounds lawful Money in  
 good Banked Bank to be first appraised by Jonathan Windships & Southey Luggs  
 at the Value thereof on a safe Credit s<sup>d</sup> their months Payments to be made  
 at the End of three months in money & a Certificate to be indorsed by s<sup>d</sup> Appraisers  
 before Appraisement from some Person or Persons duly appointed for that Pur  
 pose certifying that the same Bank had been searched & was well packed &  
 in full Rich for Expectation according to Law together with the Law Interest for  
 the same from & after the first day of May then next until paid &  
 to deliver the same Bank to s<sup>d</sup> John at the Store of Jonathan Windships in  
 Boston on or before the twentieth day of November then next And said  
 John avers he was always ready to s<sup>d</sup> Place of Delivery to receive the same  
 Bank of s<sup>d</sup> Consider & Elphalest & yet s<sup>d</sup> Consider & Elphalest the often  
 requested have never paid & delivered the same Bank to s<sup>d</sup> John or any  
 way performed their s<sup>d</sup> Promise but neglect it to the Damage of said  
 John four hundred pounds — The Plea appears by Simon Perry Esq<sup>r</sup> his  
 Atty & the Def<sup>t</sup> by William Coleman Gent<sup>l</sup> his Atty to be s<sup>d</sup> Jones & s<sup>d</sup> Jones and  
 avowing to himself Liberty of pleading anew upon Trial for plea saith  
 he is not guilty of the Crime within named as maliciously declared  
 against him by the within named John Williams the Def<sup>t</sup> & this of puts  
 himself on Trial — and the s<sup>d</sup> Williams consenting to the Reservation aforesaid  
 for Repliation says that the above Plea in Manner & Form above pleaded  
 is not sufficient in Law & that he is not bound to answer the same &  
 this he is ready to verify wherefore for Want of a sufficient Plea he prays  
 Judgment & for his Cost & and s<sup>d</sup> Dickinson say their Plea is sufficient  
 — Whereupon all a singular the Pleas being seen & by the Court  
 here fully understood & as it appears to the Court that the Plea above  
 said of the said Consider & Elphalest by them above pleaded & the Matter therein  
 contained is an insufficient Answer to the Declaration of the s<sup>d</sup> John &  
 ought not therefore to preclude s<sup>d</sup> John from having & maintaining his said  
 Action — Therefore it is considered by the Court that s<sup>d</sup> John do recover against  
 s<sup>d</sup> Consider & Elphalest

& Costs of such taxed at £

Whereupon s<sup>d</sup> Consider & Elphalest by their Atty appeal from the Judgment of this  
 Court to the Superior Judicial Court to be holden at Northampton for the County  
 of Hampshire on the last Tuesday of April next & he recognizes with the Justices of  
 the Law directed for s<sup>d</sup> Def<sup>t</sup> prosecuting s<sup>d</sup> Appeal with the Appeal as by s<sup>d</sup> Recognizance  
 on file does appear

Knowbairds  
 Childs  
 N<sup>o</sup> 119

It is shewn David Knowbairds of Buckland in the County of Hamp  
 shire that a Bail Court holden at Great St. Barth & s<sup>d</sup> one of the Justices of  
 the Peace in s<sup>d</sup> County on Monday the second Day of November last  
 he recovered Judgment against David Childs the second of Conway in  
 said County for the Sum of three pounds five shillings & five pence  
 Damages & Costs of such taxed at thirteen shillings & eight pence upon  
 which Judgment s<sup>d</sup> David appeared to this Court & has failed to prosecute  
 the same s<sup>d</sup> David therefore prays Affirmation of former Judgment  
 with additional Interest & Cost — Whereupon it is considered by the Court  
 that s<sup>d</sup> David do recover against said Childs Three pounds six shillings  
 eight pence lawful Money Damages & Costs of such taxed at £ 2. 3. 7  
 & thereof

Execut<sup>d</sup> May 1. 1790



John Johnson of Woodstock in the County of Warrham a State of Connecticut  
 Clerk Plff vs. John White of Williamsburgh in the County of Hampshire Tisdor Deft  
 in a Plea of the Case for that s<sup>d</sup> John at Williamsburgh aforesaid by his Note for  
 Value recd promised the Plff to pay fifteen pounds fourteen shillings & two pence  
 on Demand with Lawfull Interest well paid - Yet s<sup>d</sup> John has neglected hath  
 not paid the same but neglected it to the Damage of said John Twelve pence  
 The Plff appears by Samuel Stinchley Esq<sup>r</sup> his Att<sup>y</sup> the Deft by John  
 Taylor Gent<sup>l</sup> moves & moves for Continuance of this Case to the next  
 Term & it is considered by the Court that s<sup>d</sup> Parties have Day here  
 in Court untill the last Tuesday of August next

Johnson  
 vs  
 White  
 No 120

Ralph W Thirkland of Norwich in the County of Hampshire Labourer Appellant  
 from the Judgment of William White Esq<sup>r</sup> Just<sup>l</sup> vs. John Paine of Goshen  
 in the same County Labourer Appellee - In which Case the s<sup>d</sup> John was  
 original Plff & the s<sup>d</sup> Ralph the Deft in a Plea of Trespass on the Case  
 for that s<sup>d</sup> Ralph at Norwich aforesaid on the sixteenth day of August  
 in the Year of our Lord seventeen hundred & eighty nine was justly in  
 debted to s<sup>d</sup> John in the Sum of One pound five shillings & six pence  
 Lawfull Money for the like Sum of Money of s<sup>d</sup> John for his Use by the  
 aforesaid Ralph before that Time had received & s<sup>d</sup> Ralph in Consider  
 ation thereof on the day & Year aforesaid promised s<sup>d</sup> John he would  
 pay the aforesaid Sum of One pound five shillings & six pence when  
 he should be afterwards required for Yet s<sup>d</sup> Ralph has neglected hath  
 never paid the same but neglected it to the Damage of s<sup>d</sup> John  
 Fifty shillings - The Appell<sup>t</sup> appears & the s<sup>d</sup> Appellee being  
 three Times called to come into Court makes Default of Appearance  
 here - Wherefore it is considered by the Court that s<sup>d</sup> Ralph do recover  
 against s<sup>d</sup> John his Costs taxed at £ 5 - & that of s<sup>d</sup> John  
 Damages & Costs of Court taxed at £ 5

Thirkland  
 vs  
 Paine  
 No 121

Stephen Guinn of Sunderland in the County of Hampshire Jeoman Deft  
 Josiah Rice of Leverett in the same County Jeoman Deft in a Plea of  
 the Case for that s<sup>d</sup> Josiah at Sunderland aforesaid on the twentieth  
 day of March in the Year of our Lord seventeen hundred & eighty seven  
 by his Note for Value recd promised s<sup>d</sup> Stephen to pay him or Order  
 thirty pounds Lawfull Money the fourth day of October then next with the  
 Interest - Yet s<sup>d</sup> Josiah has neglected hath not paid the same but  
 neglects it to the Damage of s<sup>d</sup> Stephen thirty pounds - The Plff ap  
 pears by William Billings Esq<sup>r</sup> his Att<sup>y</sup> the Deft the three Times  
 publicly called to come into Court makes Default of Appearance  
 here & Wherefore it is considered by the Court that s<sup>d</sup> Stephen do  
 recover against said Josiah Twenty pounds nine shillings and  
 eight pence & Costs of Court taxed at £ 10 - & that of s<sup>d</sup> Josiah  
 Expenses of Mar 26. 1790

No 123

Sam Phillips of Chester field in the County of Hampshire Jeoman  
 Plff vs. John Allen of Northampton in the same County Esq<sup>r</sup>  
 Deft - The Plff being called is non suit the Deft defaulted & Allen  
 the Action is dismissed

No 124

Josiah Lynnew of Belchertown in the County of Hampshire Esq<sup>r</sup> Plff  
 vs. Abigail Wallis of the same Belchertown Jeoman Deft in a Plea of the Case  
 for that s<sup>d</sup> Abigail at Belchertown on the fifteenth day of April in the Year  
 of our Lord seventeen hundred & eighty nine by his Note for Value recd pro  
 mised s<sup>d</sup> Josiah to pay him the Value of Money amounting to thirty pounds with  
 in two months from the Date of s<sup>d</sup> Note & to pay him thirty pounds therefor  
 Cash & the Remainder thereof in that Cattle & the Cash prior yet said  
 Abigail has neglected hath never delivered s<sup>d</sup> Cattle to said s<sup>d</sup> Money but  
 neglects it to the Damage of said Josiah thirty pounds - The Plff appears by  
 Samuel Strong Esq<sup>r</sup> his Att<sup>y</sup> the Deft the three Times called to come into Court  
 makes Default of Appearance here - Wherefore it is considered by the Court that  
 s<sup>d</sup> Josiah do recover against s<sup>d</sup> Abigail thirty pounds four shillings & seven pence  
 Lawfull Money & Costs taxed at £ 8 - 7 - & that of s<sup>d</sup> Abigail  
 Expenses of Apr 30. 1790

Lynnew  
 vs  
 Wallis  
 No 125



Gray & P<sup>r</sup> Sumner Gray of Liveritt in the County of Hampshire Laborer Appell<sup>t</sup>.  
vs. Abel Bacon of Whifield in the same County Deon. an. Appell<sup>t</sup> from the  
Judgment of Israel Stodart Esq. Just<sup>s</sup> Pac<sup>s</sup> in which Case said Abel was  
N<sup>o</sup> 126. original Pl<sup>ff</sup> & s<sup>r</sup> Sumner Deft in a Plea of the Case for that s<sup>r</sup> Sumner at Con-  
vey a parcel upon the Day of the Purchase of the Debt was indebted to the  
Pl<sup>ff</sup> in the Sum of seven shillings per a Verdict of the Value of seven shillings  
before that Time had received to his s<sup>r</sup> Pl<sup>ff</sup> over else & s<sup>r</sup> Sumner him at that  
promised the Pl<sup>ff</sup> to pay him the same Sum on Demand - yet s<sup>r</sup> Sumner has  
never paid the same the requested but neglects it to the Damage of  
said Abel thirty shillings - The Appellant appears by Simon Strong  
Esq. his Att<sup>y</sup> and the s<sup>r</sup> Abel the called to come into Court in November  
and thereupon it is considered by the Court that said Sumner do move  
against s<sup>r</sup> Abel his Cost in defending the suit of s<sup>r</sup> Abel taxed at Three  
pounds one shilling & six pence & three of s<sup>r</sup> - Ex<sup>o</sup> of April 7<sup>th</sup> 1790

Chellogg vs. Joel Billings  
N<sup>o</sup> 127. Ephraim Chellogg of Amherst in the County of Hampshire Farmer Pl<sup>ff</sup> vs.  
Joel Billings of Liveritt in the same County Gent<sup>l</sup> Deft in a Plea of the  
Case for that s<sup>r</sup> Joel at s<sup>r</sup> Amherst on the last Day of August in the Year of our  
Lord seventeen hundred & seventy seven was justly indebted to s<sup>r</sup> Ephraim  
in the Sum of Eighty two pounds nineteen shillings & six pence & three of s<sup>r</sup> currency  
equal to fifty four pounds lawful Money for one Tonne of seven contain-  
ing sixty three Gallons due before that Time by s<sup>r</sup> Ephraim to s<sup>r</sup> Joel at his special  
Request & Request sold & delivered & in Consideration thereof promised  
said Ephraim to pay him the same Sum on Demand - Also for that  
said Joel at s<sup>r</sup> Amherst on the first day of July in the Year of our Lord  
seventeen hundred & eighty nine by his Note for Value received promised the s<sup>r</sup>  
Ephraim to pay & deliver to him the Value of Eight pounds & six shillings in  
Real Stock at the Cash price on or before the first day of November then next  
& said Ephraim says he has been always ready to receive the same according  
by - yet s<sup>r</sup> Joel the requested has not performed either his s<sup>r</sup> Promise  
but neglects it to the Damage of said Ephraim Sixty pounds  
The Pl<sup>ff</sup> appears by Simon Strong Esq. his Att<sup>y</sup> & the Deft the three Times  
publicly called to come into Court makes Default of Appearance but  
wherefore it is considered by the Court that s<sup>r</sup> Ephraim do move  
against said Joel Forty three pounds seven shillings & six pence & three of s<sup>r</sup> Money  
Damages & Cost of Suit taxed at £ 4<sup>l</sup> 10<sup>s</sup> 3<sup>d</sup> & three of s<sup>r</sup> -  
N<sup>o</sup> 128. The Note above mentioned not being  
produced Judgment is entered with  
only for s<sup>r</sup> Ephraim - Ex<sup>o</sup> of June 19<sup>th</sup> 1790

Brattle & Seward vs. Nathaniel Wadsworth  
N<sup>o</sup> 128. Thomas Brattle of Cambridge in the County of Middlesex Esq. Pl<sup>ff</sup> vs. East  
ward & Nathaniel Wadsworth both of Granville in the County of Hamp-  
shire Farmers Deft in a Plea of Ejectment wherein he demands against  
said East & Nathaniel Possession of Ten hundred acres of land lying  
in Granville as aforesaid bounded & circumscribed as follows viz Beginning  
at a large Hemlock tree marked East & West running East & West to two  
oaks South from hundred & forty six perches to the Northeast Corner  
of s<sup>r</sup> Granville to two Chestnut marked three running South one hundred  
perches thence West one hundred forty five perches thence West three hundred  
fifty eight perches to Mr. Dewins corner & called where there are two white  
Beeches marked E & West with a shell & thence thence North to the  
first mentioned Place of Departure from the large Hemlock marked  
East & West with the Appurtenances & where s<sup>r</sup> Thomas says that within  
twenty years last past he was seized in a Title of Peace taking the Profits  
of the Land & pursued with the Appurtenances in his own Right of the  
sumple to the Value of twenty pounds annually since which the s<sup>r</sup>  
East & Nathaniel have illegally entered thence & dispossessed the Pl<sup>ff</sup>  
him of & unjustly hold him out therefrom to the Damage of said  
Thomas Three hundred pounds - The Pl<sup>ff</sup> appears by C. Lyman  
his Att<sup>y</sup> & the Deft by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and they agree to  
a Continuance of this Case - And it is considered by the Court that  
s<sup>r</sup> Parker have Day here in Court until the last Tuesday of August  
next



Samuel Allen of Stockbridge Mountain in the County of Berkshire Johnnan herein  
 before sheweth that on the twentieth day of August last he received Judgments  
 before Hugh M. Eldred Esq one of the Justices assigned to keep the Peace against  
 Jason Cady for the sum of Ten shillings Damages & Two pounds two shillings  
 & two pence Cost of Suit & from which Judgments said Jason appealed  
 to this Honorable Court & has failed to prosecute the same, he therefore  
 prays Affirmation of said Judgment with additional Damages & Costs  
 Whereupon it is considered by the Court that s<sup>d</sup> Samuel do recover against  
 said Jason Ten shillings & two pence Law Expenses Damages & Costs of  
 Suit taxed at £ 3 s 6 d & thereof &c  
 Exh<sup>d</sup> 23<sup>d</sup> Mar 23. 1790

Allen Camp  
 Cady  
 No 129

Caleb Strong of Northampton in the County of Hampshire Esq<sup>r</sup> Plaintiff & Strong Es  
 & Samuel Barnard of Deerfield in the same County Esq<sup>r</sup> Deft in  
 a Plea do The Pl<sup>ff</sup> appears by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the Deft  
 the three Times publicly called to come into Court and has De  
 fault of Appearance had The writ in this case being taken  
 out of the Files at this Term by some Person unknown, no  
 Judgment is therefore rendered in this case

Sam<sup>l</sup> App<sup>r</sup>  
 Williams  
 No 130

James Hunt of Williamsburgh in the County of Hampshire Johnan Appell<sup>t</sup>  
 from the Judgment of William Leonard Just<sup>s</sup> Pais as John Chester  
 Williams of Hadley in the same County Esq<sup>r</sup> In which Case said  
 John was Pl<sup>ff</sup> & s<sup>d</sup> James Deft in a Plea of Trespass on the Case for  
 that s<sup>d</sup> James at Hadley & burgaid on the last Day of July last was justly  
 indebted to s<sup>d</sup> John for the sum of four pounds two p<sup>ts</sup> & 6d for so much  
 Money before that Time advanced & paid by him & s<sup>d</sup> John for him said  
 James at his Request said James then & there in consideration thereof  
 promised s<sup>d</sup> Williams to pay him of same sum on Demand & s<sup>d</sup> said  
 James he requested hath never paid the same but neglects it to the Dam  
 age of s<sup>d</sup> Williams four pounds The Appell<sup>r</sup> appears by John  
 Taylor Gent<sup>l</sup> his Att<sup>y</sup> and the Appellee in his own Person & they agree to  
 a Contingency of this Case to the next Term and it is considered  
 by the Court that they have Day here in Court until the last Tuesday  
 of August next

Jonathan Dwight of Springfield in the County of Hampshire M<sup>r</sup> Dwight  
 Plaintiff & John Hinckley of Guilford in the County of Wind  
 ham & State of Vermont Trader Deft in a Plea of the Case for that  
 s<sup>d</sup> John at Guilford on the Day of the purchase of the Work being  
 indebted to the Pl<sup>ff</sup> in the sum of One hundred & seventy-five  
 pounds according to the Account annexed to the Work in consideration  
 thereof promised the Pl<sup>ff</sup> to pay him the same on Demand with  
 Interest &c & he hath never paid the same the requested but neglects  
 it to the Damage of s<sup>d</sup> Jonathan Two hundred pounds The Pl<sup>ff</sup>  
 appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> and the Deft by Samuel  
 Hinckley Esq<sup>r</sup> his Att<sup>y</sup> & they agree to a Continuance of this Case to the  
 next Term And it is considered by the Court that they have Day  
 here in Court until the last Tuesday of August next

No 132

James Payer & William Smith Merch<sup>ts</sup> & Thomas Dwight  
 Gent<sup>l</sup> all of Springfield in the County of Hampshire & Payer &  
 Dwight of Stockbridge in the County of Berkshire Gent<sup>l</sup> Deft<sup>s</sup> vs  
 John Hinckley of Guilford in the County of Windham & State of  
 Vermont Trader Deft in a Plea of the Case for that s<sup>d</sup> John at  
 Springfield on the first day of June last by his Note for Value  
 received promised the Pl<sup>ffs</sup> to pay them or Order Eighty two pounds  
 twelve shillings two p<sup>ts</sup> money on Demand with Interest &c &  
 he hath never paid the same the requested but neglects it to the  
 Damage of said Pl<sup>ffs</sup> One hundred pounds The Pl<sup>ffs</sup> ap  
 pear by William Coleman Gent<sup>l</sup> their Att<sup>y</sup> & the Deft the three Times  
 called to come into Court makes default of Appearance here & the writs  
 s<sup>d</sup> Deft appears by Sam Hinckley Esq<sup>r</sup> his Att<sup>y</sup> & they agree that this Case be  
 continued for Judgment to the next Term And it is considered by the  
 Court that they have Day here in Court until the last Tuesday of August  
 next

Payer & al  
 Hinckley  
 No 133



Gombard  
Stumpkin  
1794  
Daniel Gombard Junr of Springfield in the County of Hampshire Trader  
Plff vs John Stunkley of Guilford in the County of Windham a State of Conn-  
onk Trader Defr in a Plea of the Case for that John at Springfield aforesaid  
on the seventh day of September last by his Note for Value recd promised the  
Plff to pay him on Order Thirty three pounds sixteen shillings & one penny  
lawfull money on Demand with Interest yet he hath never paid the  
same the requested but neglects it to the Damage of said Daniel sixty pounds  
The Plff appears by Wm Coleman Gent his Att<sup>r</sup> & the Defr by Samuel Stunk  
by Esq his Att<sup>r</sup> and they agree that this Case be continued with out Cost ex-  
cept the Entry to the next Term - And it is considered by the Court that  
they have Day here in Court untill the last Tuesday of August next

Oliver  
Stevens  
1795  
Samuel Allen Otis of Boston in the County of Suffolk Esq. Plff vs Wil-  
liam Stevens of Coltraine in the County of Hampshire Esq. Defr in a  
Plea of the Case for that W<sup>m</sup> Stevens att<sup>r</sup> Coltraine on the first twenty day of  
January in the year of our Lord seventeen hundred & eighty five for Value  
received procured the Plff to pay him on Order Three hundred & eighty pounds  
four shillings & two pence with Interest after three months yet he hath  
never paid the same the requested but neglects it to the Damage of said  
Samuel Two hundred & thirty pounds - The Plff appears by William  
Coleman Gent his Att<sup>r</sup> & the Defr by Simon Strong Esq his Att<sup>r</sup> and  
they agree to a Continuance of this Case to the next Term And it is con-  
sidered by the Court that they have Day here in Court untill the last Tuesday  
of August next

Allen  
Chapin  
1796  
Jonathan Allen of Barnardston in the County of Hampshire Yeoman Plff vs  
Isaac Chapin of Leyden in the same County Yeoman Defr in a Plea of  
the Case for that Isaac at Barnardston on the first day of April  
last by his Note for Value received promised the Plff to pay him six pounds  
worth in neat Cattle or a before the first day of October then next to be  
delivered at Chapin's Dwelling House in Leyden, & the Plff says he has  
always been ready at Leyden to receive said Cattle - yet Isaac the requested  
has never paid the same but neglects it to the Damage of said Jonathan Ten  
pounds - The Plff appears by William Coleman Esq his Att<sup>r</sup> & the Defr by  
Simon Strong Esq his Att<sup>r</sup> and they agree to a Continuance of this Case to the  
next Term And it is considered by the Court that they have Day here in  
Court untill the last Tuesday of August next

Denio & al  
Lucas & al  
1797  
Solomon Denio Yeoman & Esther his Wife both of Greenfield in the County  
of Hampshire Plffs vs Esther Lucas of Coltraine in the same County Widow &  
she surviving Executrix of the last Will & Testament of Archibald Pennel  
late of Coltraine deceased Defr in a Plea of the Case for that Archibald on  
the twenty third day of December in the year of our Lord seventeen hundred and  
thirty three at Coltraine aforesaid made his last Will & Testament in Writing  
under his hand & seal & therein among other Legacies gave his then  
Dwelling Place so called containing one hundred acres to his son Isaac  
Pennel but out of this said Place he order'd to be paid by his Executor  
Twenty six pounds lawfull money to his Daughter Esther Pennel aforesaid when  
she should come of Age & Archibald therein appointed S<sup>r</sup> & Esther Lucas  
then Esther Pennel & W<sup>m</sup> Daws as late of Coltraine deceased Executors of his  
last Will & Testament - And afterwards on the first day of February then  
next following & S<sup>r</sup> Coltraine did read of S<sup>r</sup> Denio's Pennel with & the  
said W<sup>m</sup> Daws & S<sup>r</sup> Esther Widow of Archibald then afterwards on the  
fourteenth day of August in the year of our Lord seventeen hundred & eighty five  
accepted of S<sup>r</sup> Stunk of Bountonship & caused S<sup>r</sup> Will to be proved & approved  
& agreed to the Devise aforesaid & entered it into a book of Record of all the Estates  
of Archibald both Real personal of greater Value than his Debts & the  
Legacies bequeathed by him in his last Will & thereby became liable &  
thence & there procured to pay the same twenty six pounds to the said Esther  
Daughter of Archibald when she should arrive to the age of twenty one  
years - And afterwards on the eighteenth day of December in the year of our  
Lord seventeen hundred & eighty seven said Solomon Denio intermarried  
with said Esther Daughter of Archibald & S<sup>r</sup> Solomon & Esther his Wife in Part



that on the fourth day of January in the Year of our Lord seventeen hundred & twenty  
by two of the Springfield & Esther arrived at the Age of twenty one years & one of  
Esther executrix aforesaid then on the same Day had Will & thereby became char-  
geable to pay & sum of twenty six pounds to the Plaintiff in Consideration thereof  
promised to pay the same on Demand with Interest from the fourth day of  
January 1741 & Esther & her Executrix aforesaid paid the same but neglected  
it to the Damage of the Plaintiff & the Plaintiff appears to the Court  
to make Default of Appearance here - Wherefore it is considered by  
the Court that the Plaintiff do recover against the Defendant  
the sum of twenty six pounds & one penny & Costs of Suit taxed at 5s 19d & 2d  
thereof & 2d  
Exon of 23<sup>rd</sup> 1790

William Moore of Greenfield in the County of Hampshire Gent<sup>l</sup> Plaintiff Moore  
Thomas Bardwell of Greenfield in the same County Gent<sup>l</sup> Defendant & Plaintiff  
of the Case for that the Plaintiff & Springfield on the Day of the Purchase  
of the Work being indebted to the Plaintiff in the sum of four pounds from  
two shillings & one penny according to the Account annexed to the  
Work & in Consideration thereof the Plaintiff promised the Plaintiff to pay  
him the same on Demand with Interest & the Plaintiff the same  
but has never paid the same but neglected it to the Damage of  
the Plaintiff Ten pounds - The Plaintiff appears by Wm. Co. v. Moore &  
his Att<sup>y</sup> & the Plaintiff the three Times publicly called to come into Court  
makes Default of Appearance here - Wherefore it is consider-  
ed by the Court that the Plaintiff do recover against the Defendant  
four pounds sixteen shillings & one penny & Costs of Suit  
Damages & Costs of Suit taxed at 5s 17d & 2d thereof & 2d  
Exon of 23<sup>rd</sup> 1790

Archibald Pencil of Cherry Valley in the County of Mount Pencil  
Gowery & State of New York Plaintiff Pencil  
Lucas Esq<sup>r</sup> Defendant & Plaintiff  
of the Case for that the Plaintiff & Pencil late of Colrain  
deceased, Deft<sup>r</sup> in a Plea of the Case for that the Plaintiff Pencil  
on the twenty third day of December in the Year of our Lord seventeen hundred  
& fifty three at Colrain aforesaid made his last Will & Testament  
in Writing under his hand & Seal & therein among other Legacies gave  
his then Dwelling Place so called containing one hundred Acres to his  
son Isaac Pencil & in said Will further devised that whereas his wife being  
then with Child if it should live & come of Age Twenty six pounds  
lawful money should be levied of the said which he gave to his son  
Isaac Pencil by his Executors & and the Plaintiff Pencil the Testator therein  
appointed said Esther Lucas then by the Name of the Plaintiff wife of  
Pencil & one Wm. Dowell late of Colrain deceased Executors  
of his said last Will & Testament & and afterwards on the fourth day of  
February then next at Colrain died said & devised the sum of  
£100 Dowell & Esther afterwards on the thirteenth day of August  
in the Year of our Lord seventeen hundred & fifty five accepted of  
Trust of Executorship & caused said Will to be duly proved approved  
& agreed to the Devise aforesaid & entered into a Book of the Power of  
the Estate of Pencil both real & personal of greater Value  
than his Debts & the Legacies bequeathed by him in his said last  
Will & Testament & and afterwards viz on the eighteenth day of  
March in the Year of our Lord seventeen hundred & fifty four  
Pencil the Plaintiff was born of the Body of the Plaintiff & was the  
Child of which she was pregnant at the Time of the Testator making  
the aforesaid Will & afterwards on the eighteenth day of March  
in the Year of our Lord seventeen hundred & fifty five Pencil  
bald the Plaintiff arrived to the Age of twenty one years of all which  
the Plaintiff surviving Executrix as aforesaid was well knowing  
& thereby became chargeable to pay the same & in Consideration  
thereof promised the Plaintiff to pay him the same on Demand with  
Interest & the Plaintiff has never paid the same but neglected but neglected  
it to the Damage of the Plaintiff one hundred pounds - The Plaintiff appears by  
Wm. Co. v. Pencil & his Att<sup>y</sup> & the Plaintiff the three Times publicly called to come into Court  
makes Default of Appearance here - Wherefore it is considered that the Plaintiff do recover  
against the Defendant one hundred pounds & one penny & Costs of Suit  
Damages & Costs of Suit taxed at 5s 17d & 2d thereof & 2d  
Exon of 23<sup>rd</sup> 1790



Wells  
as  
Hayden  
No 140  
Benjamin Wells of Deerfield in the County of Hampshire Plaintiff against  
of Conway in the same County Defendant in a Plea of the Case for that M<sup>rs</sup>  
of Conway on the sixteenth day of April in the Year of our Lord seventeen hundred  
eighty eight by his Note for Value rec<sup>d</sup> promised S<sup>r</sup> Ebenezer to pay him on  
Order Thirteen pounds eight shillings & six pence in Wheat or Cattle at the  
market Price within one Year from the Date with Interest from that time  
upto M<sup>rs</sup> the requested has never paid the same altho the Pl<sup>ff</sup> was always  
ready to receive the same but neglects it to the Damage of S<sup>r</sup> Ebenezer Eighteen  
pounds The Pl<sup>ff</sup> appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the  
three Times publicly called to come into Court makes Default of Appearance  
here wherefore it is considered by the Court that S<sup>r</sup> Ebenezer do recover  
against S<sup>r</sup> M<sup>rs</sup> Thirteen pounds sixteen shillings & six pence lawful  
Money Damages & Costs of Suit taxed at £ 1. 18. 7 & three of a

Blackman  
as  
Wood  
No 141  
E<sup>u</sup> Jan<sup>r</sup> 23<sup>d</sup> 1790  
Barnabas Blackman of Pelham in the County of Hampshire Plaintiff against  
Nathan Wood of Pelham in the County of Berkshire Defendant in a Plea of the Case for that S<sup>r</sup> Nathan at Northampton on the thirtieth day of  
June in the Year of our Lord seventeen hundred & eighty four by his Note  
for Value rec<sup>d</sup> promised the Pl<sup>ff</sup> to pay him on Order One hundred pounds  
lawful Money in that Cattle within four Years to be delivered in Morris  
field so called with Interest yet he hath never paid the same the re-  
quested but neglects it to the Damage of S<sup>r</sup> Barnabas one hundred & thirty  
pounds The Pl<sup>ff</sup> appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the  
three Times publicly called to come into Court makes Default of Appearance  
here wherefore it is considered by the Court that S<sup>r</sup> Nathan do recover  
against S<sup>r</sup> Barnabas Forty three pounds two shillings & one penny  
lawful Money Damages & Costs of Suit taxed at £ 1. 19. 7 & three of a

Wells  
as  
Taylor  
No 142  
Samuel Wells of Greenfield in the County of Hampshire Plaintiff against  
Othaniel Taylor Gent<sup>l</sup> of Charlestown in the same County Defendant in a  
Plea of the Case for that said Othaniel at Springfield on the fourth day  
of June in the Year of our Lord seventeen hundred & eighty eight by his Note  
for Value rec<sup>d</sup> promised the Pl<sup>ff</sup> by the Name of S<sup>r</sup> Samuel meaning  
to Samuel Wells to pay him forty two pounds five shillings & L<sup>l</sup> upon  
Demand with Interest until paid yet he hath never paid the same  
the requested but neglects it to the Damage of S<sup>r</sup> Samuel sixty pounds  
The Pl<sup>ff</sup> appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of Appearance here  
wherefore it is considered by the Court that S<sup>r</sup> Samuel do recover  
against S<sup>r</sup> Othaniel Forty three pounds two shillings & one penny  
lawful Money Damages & Costs of Suit taxed at £ 1. 19. 7 & three of a

Threlton  
as  
Barker  
No 143  
Luke Threlton of New Fane in the County of Windham & State of Ver-  
mont Plaintiff against Isaac Barker of Ashfield in the County of  
Hampshire Defendant in a Plea of the Case for that S<sup>r</sup> Barker at  
Springfield on the eighteenth day of August in the Year of our Lord  
seventeen hundred & eighty eight by his Note for Value rec<sup>d</sup> promised  
Joseph Barker to pay him on Order twenty five pounds eleven shillings  
& four pence on Demand with Interest & said S<sup>r</sup> Joseph then & there  
by his Indorsement on Note for Value rec<sup>d</sup> order it the Contents thereof  
then due to be paid to the Pl<sup>ff</sup> of all which S<sup>r</sup> Barker had due notice  
& there by became liable to pay the same to the Pl<sup>ff</sup> & then & there in con-  
sideration thereof promised the Pl<sup>ff</sup> to pay him the same on Demand  
yet he never hath paid the same but neglects it to the Damage of  
said Luke Thirty pounds The Pl<sup>ff</sup> appears by W<sup>m</sup> Coleman Gent<sup>l</sup> his Att<sup>y</sup>  
and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance  
here wherefore it is considered by the Court that S<sup>r</sup> Luke do recover  
against S<sup>r</sup> Barker Forty three pounds two shillings & one penny  
lawful Money Damages & Costs of Suit taxed at £ 1. 19. 7 & three of a



Ed Foot of Greenfield in the County of Hampshire Governor Pluff  
 v. Daniel Coon of Dover in the same County Defendant  
 In a Plea of the Case for that said Daniel at Springfield on the twenty fifth day of July  
 of May last by his Note for Value recd promised the Pluff to pay him  
 him sixteen pounds sixteen shillings & ten pence in neat Cattle Coon  
 the third day of July then next to be delivered at Newbury Mass. 1794  
 at Newbury with interest till paid yet said Daniel hath never  
 paid & delivered the Cattle altho the Time set for payment hath  
 elapsed & altho the Pluff was then & there ready to receive them nor  
 hath he in any Manner paid the same Note the requested Cattle  
 neglected to the Damage of said Ed Foot thirty pounds - The  
 Pluff appears by Wm Colman Gent his Att<sup>y</sup> and the Def<sup>t</sup> the  
 three Times publicly called to come into Court makes Default  
 of App<sup>r</sup>ance here - Wherefore it is considered by the Court  
 that said Ed do recover against said Daniel seventeen pounds &  
 three pence law<sup>l</sup> & costs of Suit taxed at  
 £2. 4. 0 & there of  
 Given at Boston 23<sup>rd</sup> 1790

Ed Wells of Greenfield in the County of Hampshire Governor Pluff  
 v. Caleb Flood of the same Greenfield Imp<sup>r</sup> Defendant  
 In a Plea of the Case for that said Caleb at Springfield on the fifth day of October  
 last by his Note for Value recd promised the Pluff to pay him three  
 hundred pounds worth of Neat Cattle by the first day of November then  
 next at the Town of Andover should receive them or John Williams Esq<sup>r</sup>  
 & the Pluff avers he hath ever been ready to receive the Content of said  
 Note according to the Conditions therein expressed & yet said Flood hath  
 never paid the same the requested Cattle neglected to the Damage of  
 Ed Seventy pounds  
 The Pluff appears by the Def<sup>t</sup> the called Defendant  
 appears by the Pluff the called Plaintiff  
 Ed do recover against said Caleb  
 Given at Boston 23<sup>rd</sup> 1790

Pluff v. Noah Goodman of South Hadley in the County of Hampshire  
 Esq<sup>r</sup> Def<sup>t</sup> in a Plea of the Case for that said Williams at Springfield  
 on the twenty fifth day of June in the Year of our Lord seventeen hun  
 dred & eighty seven was supplied of a certain quantity of Potash  
 viz three Barrels containing three hundred & an half each Barrel  
 of the Value of twenty four shillings the hundred & also a certain quantity  
 of Potash Salt viz four Barrels containing two hundred & weight each  
 each Barrel of the Value of sixteen shillings each hundred & the said Williams  
 being so supplied the same Day casually lost the same out of his Possession and  
 the same Potash & Potash Salt the same Day came to the hands of  
 of said Noah & Noah was well knowing that the same Potash and  
 Potash Salt were the Property of the Pluff yet said Noah the same Day con  
 verted the same the same Potash & Potash Salt to his own use & refused  
 to deliver them up to the Pluff altho requested to the Damage of said Williams  
 forty pounds - The Pluff appears by Wm Colman Gent his Att<sup>y</sup> the  
 Def<sup>t</sup> by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & they agree that this case be continued  
 to the next Term & it is considered by the Court that they have Day  
 here in Court until the last Tuesday of August next

Thurble Shaw Martin Moses & Martin Smith both of Portland in the County of  
 the County of Litchfield & State of Connecticut App<sup>r</sup>ants  
 vs. Ira Fletcher of West Springfield in the County of Hampshire  
 is were attached to appear before William Lyman one of the Justices  
 of the Peace in & for the County of Hampshire on the fifth day of Octo  
 ber last to answer at Ira Fletcher of West Springfield in the  
 County of Hampshire in a writ of Com<sup>p</sup> from a Justices Peace  
 Moses & Smith appeared & disputed the Demand of said Ira upon which  
 said Ira then gave Notice to said Moses & Smith that he would carry  
 Demand to this Court for Trial & which Action said Ira hath  
 been to enter & prosecute - They therefore pray that reasonable Costs may  
 be allowed them - Whereupon it is considered by the Court that said  
 Moses & Smith do recover against said Ira their Costs in defending the Suit of the  
 said Ira taxed at Com<sup>p</sup>ound twelve shillings & there of  
 Given at Boston 26<sup>th</sup> 1790



Parks  
Morgan  
N<sup>o</sup> 149  
Mary Parks of Westfield in the County of Hampshire Widow. Plff<sup>r</sup>  
John Morgan of Springfield in the same County Deputy Sheriff under Elisha  
Porter Esq<sup>r</sup> Sheriff of the same County. Def<sup>t</sup> in a Plea of Replevin as is set  
forth at large in the Writ on File. The Plff<sup>r</sup> being now three times called  
to come into Court is non suit. The Def<sup>t</sup> appears & prays for his Damages  
& Costs. Whereupon it is considered by the Court that S<sup>r</sup> John do recover  
against said Mary thirteen shillings & six pence law<sup>l</sup> & Money Damages  
& Costs of Suit taxed at £ 0. 19. 6 & thereof &c

Parks &  
Morgan  
N<sup>o</sup> 150  
Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup>. Plff<sup>r</sup>  
John Morgan of Springfield in the same County Deputy Sheriff under  
Elisha Porter Esq<sup>r</sup> Sheriff of the same County. Def<sup>t</sup> in a Plea of Replevin  
as is set forth at large in the Writ on File. The Plff<sup>r</sup> being three times called  
to come into Court is non suit. The Def<sup>t</sup> appears & prays his Damages  
& Costs may be allowed him. Whereupon it is considered by the Court  
that S<sup>r</sup> John do recover against S<sup>r</sup> Warham Eighteen shillings law<sup>l</sup> & Money  
Damages & Costs in depending the Suit of S<sup>r</sup> Warham taxed at £ 2. 19. 6  
& thereof &c  
Exon<sup>l</sup> Mar 30. 1790

Lynnan  
Hammon  
N<sup>o</sup> 151  
Josiah Lynnan of Belchertown in the County of Hampshire Gent<sup>l</sup>. Plff<sup>r</sup>  
Caleb Hammon of the same Belchertown Gent<sup>l</sup>. Def<sup>t</sup> in a Plea  
of the Case for that S<sup>r</sup> Caleb at Belchertown a prom<sup>l</sup> over the twenty first  
day of September last by his Note for Value rec<sup>d</sup> procured one Elisha Doughty to  
pay him or Order Eighteen pounds law<sup>l</sup> Money on Demand and with Interest  
& S<sup>r</sup> Elisha there afterwards on the same Day by his Indorsement on S<sup>r</sup> Note  
for Value rec<sup>d</sup> procured the Court of S<sup>r</sup> Note due and paid to be paid to  
the Plff<sup>r</sup> or Order of which S<sup>r</sup> Caleb takes & there had Notice, & so became  
liable & then & there in consideration thereof procured the Plff<sup>r</sup> to pay him  
the Court of S<sup>r</sup> Note accordingly & the requested to pay the Plff<sup>r</sup> neglects  
it to the Damage of S<sup>r</sup> Josiah Twenty pounds. The Plff<sup>r</sup> appears and  
the Def<sup>t</sup> the three times called to come into Court makes Default of appear  
ance here. Wherefore it is considered by the Court that S<sup>r</sup> Josiah do recover  
against S<sup>r</sup> Caleb Eighteen pounds nine shillings law<sup>l</sup> & Money Damages and  
Costs of Suit taxed at £ 2. 12. 1 & thereof &c  
Exon<sup>l</sup> Mar 30. 1790

Abbott  
McConoughy  
N<sup>o</sup> 152  
Samuel Abbott of Andover in the County of Essex Esq<sup>r</sup>. Plff<sup>r</sup> David  
McConoughy of Blanford in the County of Hampshire Gent<sup>l</sup>. Def<sup>t</sup> in  
a Plea of the Case for that S<sup>r</sup> David at Westfield on the twenty first  
Day of August Twenty hundred & eighty two by his Note for Value rec<sup>d</sup>  
procured one Hannah Moreby to pay him or Order Three pounds four  
shillings & ten pence half penny on Demand with Interest till paid  
afterwards on the same Day & Year at S<sup>r</sup> Westfield no part of said  
Note being paid. S<sup>r</sup> Hannah by her Indorsement on S<sup>r</sup> Note ordered S<sup>r</sup>  
David to pay the Same to S<sup>r</sup> Samuel or his Order for Value of plain received



whereby <sup>o</sup> David became liable & in consideration thereof promised said Sam-  
 uel to pay him the same on demand & yet <sup>o</sup> David the requested hath ne-  
 ver paid the same but neglected it to the Damage of <sup>o</sup> Samuel Eight pounds  
 The Plf appears by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times, indubly  
 called to come into Court makes Default of Appearance here. Wherefore  
 it is considered by the Court that <sup>o</sup> Samuel do recover against <sup>o</sup> David  
 Four pounds fourteen shillings & seven pence lawf<sup>r</sup> money Damages  
 & Cost of Suit taxed at £ 4. 0. 0 & there of de Ex<sup>te</sup> 26<sup>th</sup> March 1790

John Mowatt of Westfield in the County of Hampshire Trader Plf<sup>r</sup>. v. Jonathan Tiddston of Granville in the same County Yeoman Def<sup>t</sup> in a Plea  
 that <sup>o</sup> Jonathan render to <sup>o</sup> John seven pounds eight shillings and Tiddston  
 six pence lawf<sup>r</sup> money which to the Plf<sup>r</sup> he owes and from him unjustly  
 detaining whereon <sup>o</sup> John says that at the Court of Common Pleas holden  
 at Northampton within & for the County of Hampshire on the last Tues-  
 day of August seventeen hundred eighty three recovered Judgment against  
<sup>o</sup> Jonathan for the sum of Six pounds six shillings eight pence lawf<sup>r</sup> money  
 Damages & one pound eleven shillings & two pence Cost of Suit whereof said  
 Jonathan is convicted - which Judgment is yet in full Force not satisfied  
 nor waived - and the <sup>o</sup> John sued out two Writs of Execution thereon  
 yet the sum aforesaid was never levied thereby whereby Action accrues  
 to <sup>o</sup> John to demand & have of <sup>o</sup> Jonathan the sum aforesaid amounting  
 to seven pounds eight shillings & six pence with the Interest - said John  
 then the requested has never paid the same but neglected it to the Da-  
 mage of said John Fifteen pounds The Plf appears by  
 John Phelps Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times by his Att<sup>y</sup> & they  
 agree to a continuance of this Case to the next Term And it is con-  
 sidered by the Court that they have Day here in Court untill the last  
 Tuesday of August next

Cephas Gilleb of Sninesburg in the County of Albany in the State of Gilleb  
 New York Yeoman Plf<sup>r</sup>. v. Eldad Norton of Southwick in the County of  
 Hampshire Yeoman Def<sup>t</sup> in a Plea of the Case for that <sup>o</sup> Eldad aforesaid Norton  
 Southwick on the seventh day of August seventeen hundred eighty six  
 by his Note for Value rec<sup>d</sup> promised <sup>o</sup> Cephas to pay him Five pounds  
 five shillings lawf<sup>r</sup> money within one Year from the Date of said  
 Note with lawful Interest till paid - yet said Eldad the requested hath  
 not paid the same but neglected it to the Damage of said Cephas Ten pounds  
 The Plf appears by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times just duly  
 called to come into Court makes Default of Appearance here - Wherefore  
 it is considered by the Court that <sup>o</sup> Cephas do recover against <sup>o</sup> Eldad  
 Six pounds seven shillings & six pence lawf<sup>r</sup> money Damages Costs of  
 Suit taxed at £ 3. 4. 9 & there of de Ex<sup>te</sup> 26<sup>th</sup> March 1790

David Field of Danfield in the County of Hampshire Esq<sup>r</sup> Samuel Field of <sup>o</sup> Danfield Field & al  
 Guilt<sup>o</sup> Oliver Field & David Field Jun<sup>r</sup> both of Conway in <sup>o</sup> County Yeoman Plf<sup>r</sup> v. William  
 Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Def<sup>t</sup> in a Plea of the Case  
 for that whereas the Plf<sup>r</sup> at Danfield aforesaid on the twenty second day of June  
 seventeen hundred eighty four together with Elias Dickinson & Consider  
 Arms by their Note under their hand of that Date for Value received promi-  
 sed the <sup>o</sup> William Phillips to pay him Two thousand one hundred and  
 forty pounds on demand with lawful Interest for the same till paid  
 & whereas the Plf<sup>r</sup> at <sup>o</sup> Danfield on the sixteenth day of June last  
 paid & satisfied to <sup>o</sup> William the same sum with the lawful In-  
 terest therefor from the Time of making the same Note to the said  
 Day and the <sup>o</sup> William stand there upon the Note promise & Contract  
 aforesaid did on the said sixteenth day of June take except his receipt  
 for the giving Day of Payment for the sum aforesaid for the Term of pay-  
 of the Plf<sup>r</sup> by way of a corrupt Bargain & by Covin & mean over-  
 went of the sum of Two thousand one hundred & forty pounds as  
 aforesaid for the Term aforesaid by means whereof the <sup>o</sup> Phillips has  
 refused & ought to pay the Plf<sup>r</sup> the said sum being two thousand one



hundred & forty pounds to be moved by an Action of the Case or Mortgage through  
them to the use of the Debt who were for the same & the other to the use of the  
Commonwealth & whose Phillips hath had due Notice. Yet he has never  
paid the same the requested but neglects it to the Damage of David Samuel  
David Ind. Blaw & Olon Two thousand two hundred pounds

The Plea appears by John Phelps Esq. his Att. & the Debt by Messrs Phelps Esq.  
comes & moves that this Case may be continued to the next Term. And on  
the Plea's agreeing thereto it is considered by the Court that they have Day  
here in Court here till the last Tuesday of August next

Abbot & Samuel Abbot of Andover in the County of Essex Esq. vs. Aaron  
Thing of Westfield in the County of Hampshire Husbandman Debt in a  
Plea of the Case for that Aaron abt Westfield on the twenty ninth day  
of August in the Year of our Lord Seventeen hundred & eighty five by his  
Note per Value received promised one Hannah Morley to pay her or  
Order Eighteen pounds three shillings & two pence lawful Money on Demand  
with Interest till paid & afterwards on the same Day abt Westfield no  
part of the Note having been paid, said Hannah by her Indorsement on  
the Note ordered Aaron to pay the Contents thereof to her or Order  
per Value received whereof Aaron then & there had Notice & by Reason thereof  
became liable to pay the Contents of the Note accordingly & in Consideration  
thereof Aaron promised & Tamed to pay him the same on Demand  
Yet Aaron the requested hath not paid the same but neglects it to the  
Damage of Samuel Twenty pounds The Plea appears by John Phelps  
Esq. his Att. & the Debt the three Times called to come into Court and make De  
fault of Appearance here wherefore it is considered by the Court that  
Samuel do recover against Aaron Eighteen pounds ten shillings  
& eleven pence lawful Money Damages & Costs of Suit taxed at £ 2. 13. 3  
& three of d  
Exon if Mar 25. 1790

Perkins of Southwicks in the County of Hampshire German Pleas  
Southwicks the Inhabitants of the same Southwicks Debt in a Plea of the Case for that  
the Inhabitants & the S. Phineas abt Southwicks on the sixteenth day of January  
last past assembled together upon their mutual Disputing with the said Phineas  
as their Treasurer & upon stating their Accounts the S. Inhabitants were found  
in Arrear to S. Phineas in the Sum of twelve pounds eighteen shillings  
& S. Inhabitants in Consideration thereof promised S. Phineas to pay him the  
same Sum on Demand & by their Selectmen ordered their Treasurer James  
Smith to pay S. Sum of twelve pounds eighteen shillings lawful Money on  
Demand & the Plea avers that James hath never paid but neglects it  
hence in part of the Sum the Remainder is still due & The S. Inhabitants  
with their Treasurer the requested have never paid the same but neglects it  
to the Damage of S. Phineas fourteen pounds The Plea appears by John  
Phelps Esq. his Att. & the Debt the three Times publicly called to come into Court  
make Default of Appearance here & wherefore it is considered by the Court  
that S. Phineas do recover against S. Inhabitants of Southwicks Twelve  
pounds of lawful Money Damages & Costs of Suit taxed at £ 5. 10. 2 three of d  
Exon if Mar 25. 1790

Freeman Prince Freeman of Springfield in the County of Hampshire Husbandman  
Plea of the Case for that S. Thomas Esq. of Springfield German Pleas of Palmer in County  
German & Joshua Esq. of W. Abakem in the same County German Debt in a  
Plea of the Case for that S. Thomas Esq. & Joshua abt Springfield on the third  
Day of June in the Year of our Lord Seventeen hundred eighty three with Force  
& Arms upon S. Prince made an Assault & him S. Prince then & there did beat  
wound & ill treat took awayed & transported to Place without the Limits of  
the United States & him then to wit at Springfield aforesaid in Prison with  
out any reasonable Cause & against the Law for along Time to wit for the space  
of six years from thence most unreasonably detained so that the Outrages of Thomas Esq.  
& Joshua to the said Prince then & there did contrary to Law against the Peace & to  
the Damage of said Prince Three hundred pounds The Plea appears by Abner



Morgan Esq. his Att. & the Deft by Messrs Ship Egnor Att. and they agree to a Court  
continuance of this case to the next Term And it is considered by the Court  
that S. Partis have Day here in Court untill the last Tuesday of August next

James Ivers of Boston in the County of Suffolk vs. Daniel Ivers  
Hear of Monson in the County of Hampshire Deft in a Plea of  
Ejectment wherein S. James demands against S. Daniel a certain Tract or Part  
of Land lying in Monson aforesaid containing sixty five acres being  
the Southwest part of the Farm on which S. Daniel lives & was conveyed to him  
by his Father Edmund Ivers being second Tierce on Land paid out on the Right  
of Capt. Edmund Ivers deceased & is bounded as follows to wit begin  
ning at a Stake & Stone in the Southwest corner of said Farm thence run  
ing northerly twenty rods in the West line of said Farm thence extending  
Easterly so far as that a line parallel with the West line & 1/2 distance of  
twenty rods in length will include sixty five acres & between S. James  
says that abt Monson on the eighteenth day of October in the Year of  
our Lord One thousand seven hundred & eighty five S. Daniel by his  
Deed of that Date for the Consideration of the Sum of fifty nine pounds  
granted bargained & sold to S. James the demanded Premises & sold the  
same to him & his heirs by Virtue of which Deed he became seized  
of the same Lands on Condition however & said Deed to be void if  
S. Daniel should pay to S. James the Sum of fifty nine pounds  
eighteen shillings & sixpence of Silver Money within one Year from the  
Date with Interest which Sum became due & payable to S. James from  
S. Daniel by his Note of hand of even Date with the Deed & said  
James says S. Daniel hath never paid the same Sum & that said  
Deed is in full Force & that S. James ought to have Possession of the  
demanded Premises but S. Daniel hath unjustly entered & thence  
& unjustly hold him out to the Damage of S. James two hundred  
pounds The Plf appears by Abner Morgan Esq. his Att. & the  
Deft by Simon Strong Esq. his Att. & they agree to a Continuance  
of this case And it is considered by the Court that they have  
Day here in Court untill the last Tuesday of August next

Christopher Gore of Boston in the County of Suffolk vs. Daniel Gore  
Phineas Hayes of Brimfield in the County of Hampshire Deft in a Plea of Debt  
for that S. Phineas abt S. Brimfield on the 26th day  
of October in the Year of our Lord seven thousand eight hundred & four  
by his bond under his hand & Seal of that Date bound himself in  
the Sum of One hundred & thirty four pounds Lawfull Money to be paid  
to S. Christopher on Demand & yet S. Phineas the requested hath not  
paid the same but neglects it to the Damage of S. Christopher One  
hundred & forty pounds The Plf appears by Abner Morgan Esq.  
his Att. and the Deft the three Times publicly called to come into  
Court makes Default of Appearance here  
Wherefore it is considered by the Court that S. Christopher do recover  
against Phineas Eighty eight pounds sixteen shillings & two pence of  
Lawfull Money Debt & Costs of Suit taxed at 2s 6d On 3d thereof &c  
Exp. of Mar 23. 1790

Timothy Danielson of Brimfield in the County of Hampshire vs. Danielson &  
st. Benjamin Howe Sen holder & Noble Bagg of Brimfield Deft in a Plea of Debt  
for that said Howes & Noble abt S. Brimfield on the twenty fourth day of Aug  
last by their Note for Value recd promised the Requested to pay  
him or Order Nine pounds within two months from the Date of Note  
with Interest & had S. Requested there afterwards on the same Day by his  
Indorsement on S. Note for Value recd ordered the Contract thereof to be  
paid to the Plf whereof S. Benjamin & Noble had due Notice & thereup  
on became chargeable & in Consideration thereof promised the Plf to  
pay the same accordingly & yet S. Benjamin & Noble the requested  
have never paid the same but neglects it to the Damage of said  
Timothy Thirteen pounds The Plf appears by Abner Morgan Esq. his  
Att. & the Deft the three Times publicly called to come into Court makes De  
fault of Appearance here Wherefore it is considered by the Court that S.  
Timothy do recover against said Benjamin & Noble Eight pounds thirteen  
shillings and one penny Lawfull Money Damages & Costs of Suit taxed at  
2s 6d On 3d thereof &c  
Exp. of Mar 23. 1790



White  
Phillips White of in the County of Buckingham & State of New Hampshire Esq.  
Plff vs James Bacon of Portsmouth in the County of Hampshire Cooper & Thomas  
Bacon & al Middle late of Boston in the same County Millwrights Defts in a Plea of Debt  
No 162 for that S<sup>r</sup> Phillips by the Consideration of Thos<sup>y</sup> Danielson Esq<sup>r</sup> one of the Justices  
of the Peace within & for the County of Hampshire on the first day of August  
in the Year of our Lord Seventeen hundred eighty eight recover'd Judgment  
against said James & Thomas for the Sum of Twenty pounds eight shillings  
lawful Money Damages & two pence six shillings Costs of Suit which  
Judgment still remains in full Force not reversed amended or satisfied  
& S<sup>r</sup> Phillips hath not had Execution of Judgment wherefore Action accrues  
to S<sup>r</sup> Phillips to demand & have of S<sup>r</sup> James & Thomas the Sum aforesaid & the  
Interest but S<sup>r</sup> James & Thomas the requesters have not paid the same but they  
let it to the Damage of S<sup>r</sup> Phillips Thirty five pounds. The Defendants by Abner  
Morgan Esq<sup>r</sup> his Att<sup>y</sup> & the Defts comes into Court & move for a Continuance  
of this Case & and it is considered by the Court that the S<sup>r</sup> Parties have Day  
here in Court untill the last Tuesday of August next

Morgan  
Gore  
No 163  
Jonathan Morgan Jun<sup>r</sup> of Portsmouth in the County of Hampshire Plff  
vs Joshua Gore of Roxbury in the County of Suffolk Carrier Deft  
in a Plea of the Case for that S<sup>r</sup> Joshua at Roxbury on the tenth day of Nov  
ember 1789 in Consideration &c as it sets forth at large in the Declaration  
on File &c The Plff being three Times called to come into Court is now  
the Deft appears & prays he may be allowed his Costs & and it is consider  
ed by the Court that S<sup>r</sup> Joshua do recover against S<sup>r</sup> Jonathan his Costs taxed at  
Three pounds three shillings & three pence  
Exoniff Mar 26. 1790

Merick  
Bacon  
No 164  
Samuel Fiske Merick Physician of Wilbraham in the County of Hampshire Plff  
vs James Bacon of Portsmouth in the same County Cooper Deft in a Plea of  
the Case for that S<sup>r</sup> James at S<sup>r</sup> Wilbraham on the twelfth day of March in the  
Year of our Lord Seventeen hundred & eighty seven by his Note for Value recd pro  
mised one Caleb Stebbins to pay him or Order Twenty five pounds Silver Money  
or Gold equivalent on or before the first day of February Anno Dom<sup>i</sup> 1789 with  
Interest & S<sup>r</sup> Caleb then afterwards the same Day by his Indorsement on S<sup>r</sup> Note  
for Value recd ordered the Court that the same be paid to the Plff whereof S<sup>r</sup>  
James had due Notice & so became chargeable to pay the same to the Plff & in  
Consideration thereof promised the Plff to pay him the same accordingly yet  
S<sup>r</sup> James the requesters has never paid the same but brought it to the Damage  
of S<sup>r</sup> Samuel Forty pounds The Parties appear & agree to a Contin  
uance of this Case to the next Term & and it is considered by the Court that they  
have Day here in Court untill the last Tuesday of August next

McClure  
Winchester  
No 165  
David McClure of Stafford in the County of Scotland & State of Connecticut Phy  
sician Plff vs Daniel Winchester of South Amherst in the County of Hamp  
shire Gent<sup>l</sup> Deft in a Plea of the Case for that S<sup>r</sup> Daniel at S<sup>r</sup> South Amherst  
on the twenty ninth day of April in the Year of our Lord Seventeen hundred and  
eighty three by his Note for Value recd promised said David to pay him or Order  
One hundred & fifty pounds Lawful Money worth in the Massachusetts State  
wasoliated Note on or before the first day of June then next with Interest &  
with paid ~ Also for that S<sup>r</sup> Daniel afterwards on the first day of Novem  
ber last at S<sup>r</sup> South Amherst was justly indebted to S<sup>r</sup> David in one  
other Sum of One hundred & fifty pounds Lawful Money for so much Money by  
S<sup>r</sup> Daniel and to the Use of S<sup>r</sup> David & being so indebted said Daniel  
under took & promised to pay S<sup>r</sup> David S<sup>r</sup> Sum on Demand yet S<sup>r</sup> Daniel  
the requesters has never paid either the Sum aforesaid or brought it to  
the Damage of S<sup>r</sup> David One hundred & fifty pounds  
The Plff appears by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by Simon  
Strong Esq<sup>r</sup> his Att<sup>y</sup> & they agree that this Case be continued to the next  
Term & and it is considered by the Court that they have Day  
here in Court untill the last Tuesday of August next



Robert Breck of Lewi Shepherd Gent<sup>l</sup> & Joseph Clarke Gent<sup>l</sup> all of North 191-  
ampton in the County of Hampshire Pl<sup>ts</sup> vs. Frederick Loomer of a  
Plantation called Number Seven in the same County Blacksmiths Deft. Breck ad  
in a Plea of the Case for that s<sup>d</sup> Frederick at Northampton aforesaid on  
the eighteenth day of February in the year of our Lord seven hundred and  
eighty eight by his W<sup>o</sup> for Value rec<sup>d</sup> promised the Pl<sup>ts</sup> under Loomer  
the name of Breck Shepherd & Clarke to pay them Seven pounds  
six shillings & eight pence on demand with Interest after three  
months by s<sup>d</sup> Frederick the request hath never paid the same  
butneglects it to the Damage of said Robert Levi & Joseph Deft  
possibly in the Pl<sup>ts</sup> appear and the Deft the three Times publicly  
called to come into Court makes Default of appearance due  
Wherefore it is considered by the Court that s<sup>d</sup> Robert Levi & Joseph  
do recover against s<sup>d</sup> Frederick Five pounds ten shillings & five  
pence of Law<sup>d</sup> Money Damages & Costs of which taxed at £ 1. 12. 7  
& thereof  
Ex<sup>o</sup> p<sup>o</sup> Mar 22. 1790 No. 186

Billed Fowler of Westfield in the County of Hampshire Yeoman Fowler  
Pl<sup>ts</sup> vs. Joseph Loomis Yeoman & Ezra Loomis Yeoman both of Loomis 206  
Lanesborough in the County of Berkshire Adm<sup>r</sup> from the Estate of James  
Loomis late of Lanesborough dec<sup>d</sup> Deft. The s<sup>d</sup> Parties having en  
tered into a Rule of Reference before Sam<sup>l</sup> Fowler Just<sup>l</sup> Pac<sup>l</sup> the  
Referee now send into Court their Award as follows viz the Subscribers  
Referee do do adjudge & award that the s<sup>d</sup> Billed is guilty under it  
& that he pay to s<sup>d</sup> Joseph & Ezra Ten pounds five shillings &  
seven pence & the Costs of Arbitration which is Two pounds five  
shillings & eight pence — David Mosley & Nath<sup>l</sup> Abel Whitney & Seal  
Annah Parker & Seal — Which s<sup>d</sup> Award is accepted & it is consid  
ered by the Court that s<sup>d</sup> Joseph & Ezra do recover against s<sup>d</sup> Billed  
Ten pounds five shillings & seven pence Law<sup>d</sup> Money Damages & Costs  
of which are taxed at £ 3. 1. 0 & thereof Ex<sup>o</sup> p<sup>o</sup> Mar 22. 1790

Joseph Shind of Greenwich in the County of Hampshire Gent<sup>l</sup> Pl<sup>ts</sup> Shind  
vs. John Conkey of Pelham in the same County Gent<sup>l</sup> Deft in a Plea 21  
of the Case for that whereas s<sup>d</sup> Joseph on the eighteenth day  
of February in the year of our Lord seven hundred & eighty eight  
at Pelham aforesaid was possessed of a Black Horse worth twenty  
pounds one Shilling & Hamph worth Ten pounds as of his own pro  
per Horse Shipp & Hamph & being so the of possessed he s<sup>d</sup> Joseph  
there afterwards viz on the same Day & Year the same Horse Shipp  
& Hamph out of his hands & possession casually lost and afterwards  
viz also at Pelham on the same Day & Year the same Horse Shipp and  
Hamph into the hands & possession of the s<sup>d</sup> John by finding same  
Monthlight s<sup>d</sup> John well knowing the same Horse Shipp & Hamph to be  
the proper Goods of the s<sup>d</sup> Joseph & to him of right to belong hath  
non delivered the same to s<sup>d</sup> Joseph the requested thereto with the same  
Horse Shipp & Hamph at Pelham aforesaid on the last Day of said  
February to his own Use did convert & dispose to the Damage of said  
Joseph Fifty pounds — The Pl<sup>ts</sup> appear by Simon Brog Es<sup>q</sup> his Att<sup>y</sup>  
& the Deft by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & they agree to a Continuance of  
the Case to the next Term — And it is considered by the Court that said  
Parties have Day here in Court untill the last Thursday of August next

Elisha Porter of Hadley in our County of Hampshire Es<sup>q</sup> Pl<sup>ts</sup> Porter Es<sup>q</sup>  
County Pl<sup>ts</sup> vs. Stephen Shing of Northfield in s<sup>d</sup> County Yeoman and Shing & al  
one of the Deputies of the said Elisha Porter & Elisha Shunk of the same  
Northfield Gent<sup>l</sup> Deft in a Plea that they render to said Porter the  
Sum of One Thousand pounds which to them they owe & from him  
request to retain whereupon said Porter declares & says that s<sup>d</sup> Elisha  
Shunk & Stephen Shing at Northfield aforesaid on the thirtieth day of Nov-



November in the Year of our Lord Seventeen hundred & eighty one by their certain Bond or Writing obligatory under their hands & Seals of that Date acknowledged themselves to be held & personally bound to said Porter in the sum of one thousand pounds lawful money to be paid to S<sup>r</sup> Porter on Demand. Yet S<sup>r</sup> Porter & thing the often that requests have never paid the same but such is to the Damage of said Porter Eleven hundred pounds. The Plea appears by Sir John Strong Esq<sup>r</sup> his Att<sup>y</sup> and the said Defts the three Times publicly called to come into Court make Default of Appearance due. Wherefore it is considered by the Court that S<sup>r</sup> Porter do recover against S<sup>r</sup> Thing & Hambs One thousand pounds of Lawful Money Debt & Costs of which taxed at £14.3 and that Execution on this Judgment issue for the sum of Ninety seven pounds sixteen shillings & three pence part of S<sup>r</sup> One thousand pounds Debt & for the Costs aforesaid  
Given at May 7. 1790

Moses Graves of Pittsfield in the County of Berkshire Gent<sup>l</sup> vs.  
Joseph Graves of Pittsfield in the County of Hampshire Gent<sup>l</sup> Esq<sup>r</sup> Def<sup>t</sup>  
The S<sup>r</sup> Parties having referred this Case by entering into an Rule before Esq<sup>r</sup> Justice Mattoon Esq<sup>r</sup> Just<sup>l</sup> of the Peace. The Plea was read into Court their Award as follows We the Subscribers do having fully heard the Parties do award that the S<sup>r</sup> Moses Graves do pay the Costs of Court to be taxed by the Court the Costs of the Writs & Service & taxed by Justice Mattoon. & the Costs of Arbitration taxed by us at the sum of three pounds all which is humbly submitted.  
Witnesses Leonard Lebrina Montague Samuel Church  
Which S<sup>r</sup> Award is accepted. And it is by the Court considered that said Joseph do recover against said Moses the Costs of which are taxed at Four pounds Five shillings & ten pence & three of a  
Given at March 23. 1790

Benjamin Davenport of Hadley in the County of Hampshire Gent<sup>l</sup> vs.  
Marville Hazwood of Wotton in the County of Berkshire Yeoman Def<sup>t</sup> in  
in a Plea of the Case for that for that S<sup>r</sup> Marville at Wotton on the thirty first day of December in the Year of our Lord Seventeen hundred and eighty eight by his Note for Value rec<sup>d</sup> promised S<sup>r</sup> Benjamin to pay him or Order Thirty eight pounds eight shillings & three pence lawful money on Demand with Interest. And also for that S<sup>r</sup> Marville at Wotton on the first day of April last by his other Note of that Date for Value rec<sup>d</sup> promised S<sup>r</sup> Benjamin to pay him Ten pounds thirteen shillings & two pence L<sup>l</sup> on Demand and with Interest till paid. Yet S<sup>r</sup> Marville the requested has never performed either of S<sup>r</sup> Benjamin's but neglects it to the Damage of S<sup>r</sup> Benjamin Fifty pounds.  
The Plea appears by Woodbridge Gent<sup>l</sup> his Att<sup>y</sup> & the Defts by Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> and they agree to a continuance of this Case And it is considered by the Court that they have Day due in Court until the last Tuesday of August next

Jonathan Russell of Chesham in the County of Hampshire Yeoman  
Appellant vs. Charles Kidd of the same Chesham Yeoman Appellee from  
the Judgment of Ephraim Wright Esq<sup>r</sup> Just<sup>l</sup> of the Peace. In which Case the S<sup>r</sup> Charles was original Plea & the S<sup>r</sup> Jonathan was Def<sup>t</sup> in a Plea of Trespass on the Case for that S<sup>r</sup> Jonathan at Chesham on the twenty first day of October in the Year of our Lord Seventeen hundred & eighty eight by his Note of hand of that Date for Value rec<sup>d</sup> promised S<sup>r</sup> Charles to pay him the sum of twenty shillings (meaning lawful money on Demand with L<sup>l</sup> Interest) meaning lawful Interest till paid by which S<sup>r</sup> Jonathan the often requested hath not paid the sum of twenty shillings to S<sup>r</sup> Charles but neglects it to the Damage of S<sup>r</sup> Charles Forty shillings. In which Case the S<sup>r</sup> Parties appear & before the said Justice & the Defts in his own Person demurred to the Plea & Arbitration & and it was adjudged by S<sup>r</sup> Justice that his Plea was



in sufficient... The said Parties now appear and are all free on their  
their aforesaid which are set forth at large in the Papers of the Case on File  
All and singular the same being given in the Court & fully under stood & was  
much as it appears to the Court that the said Parties are agreed of the said Court by their  
pleaded is an in sufficient answer to the Declaration of the said Church, & though  
not preclude the said Church from having & maintaining his said action. Therefore  
it is considered by the Court that the said Church do recover against the said Defendant one pound  
one shilling eight pence of lawful Money Damages & Costs of which taxed at £ 2. 6. 0  
& thereof £ 2. 6. 0  
Given in Court the 25<sup>th</sup> of March 1790

Philip Smith of Hadley in the County of Hampshire Yeoman Plaintiff vs Joseph Smith  
Graves of Belchertown in the same County Defendant In a Plea of the Case  
for that Joseph at Hadley aforesaid on the Eleventh day of April in the year  
of our Lord seventeen hundred eighty nine by his Note for Value recd. prom. Graves  
mejd one Benjamin Davenport to pay him or Order fifteen pounds law. No 173  
ful Money on Demand with Interest & and Benjamin afterwards at 5<sup>th</sup>  
Hadley on the same eleventh day of April by his Indorsement on said Note assigned  
the same to Philip for Value received of all which Joseph had instant  
Notice & became liable to pay the same to Philip & in Considerations thereof  
promised Philip to pay him the same on Demand & yet the other  
requested that he hath never paid the same but neglects it to the Damage  
of said Philip Eighteen pounds. The Plea appears by  
Woodbridge Gent. his Att. and the Def. the three Times publicly called to  
come into Court makes Default of Appearance here. Wherefore it is  
considered by the Court that the said Philip do recover against the said  
Joseph the sum of sixteen pounds six pence lawful Money Dam  
ages & Costs of which taxed at £ 1. 5. 5 & thereof £ 1. 5. 5  
Given in Court the 18<sup>th</sup> of April 1790

Simon Pooley of Sunderland in the County of Hampshire Yeoman Plaintiff vs  
Wm. Samuel Parsons of Norwich in the same County Defendant In a Plea of the Case  
for that Wm. Samuel at Northampton in the County aforesaid Parsons  
said on the 29<sup>th</sup> day of May in the year of our Lord seventeen hundred  
eighty six by his Note for Value recd. promised said Simon to pay  
him or Order Twenty pounds seven shillings lawful Money on Demand  
with lawful Interest & yet Wm. Samuel the requested has never paid  
the same but neglects it to the Damage of Simon Twenty six pounds  
The Plea appears by Simon's strong by his Att. & the Def. the three Times  
publicly called to come into Court makes Default of Appearance  
here. Wherefore it is considered by the Court that Simon do recover  
against Wm. Samuel Eleven pounds one shilling & four pence lawful  
Money Damages & Costs of which taxed at £ 1. 1. 4 & thereof £ 1. 1. 4  
Given in Court the 17<sup>th</sup> of April 1790

Moses Bagg of Westfield in the County of Stafford Plaintiff vs  
David Todd of Walsfield in the County of Stafford & State of Connecticut Defendant In a Plea of the Case  
for that David at Walsfield  
on the twenty eighth day of September seventeen hundred eighty seven  
gave said Moses a Receipt in the Words & figures following. I the said  
David Todd of Walsfield acknowledge that I have this day received  
of Moses Bagg of Westfield a taken into my Custody a certain arbit  
ration Bond executed by Isaac Bagg & Gideon Changer to the said  
Moses dated the twenty ninth day of November seventeen hundred eighty  
six for the sum of five hundred pounds lawful Money with Interest  
to perform the Award of Messrs. Alexander King & John Flowers & John  
Baker which Award hath been made & declared to be one hundred  
& twenty two pounds & seven pence lawful Money in favour of  
said Moses; & whereas said Moses is justly indebted to said David as  
will appear by his Note of hand dated the tenth day of February  
seventeen hundred eighty six & now to the Intent that the said David  
may obtain his due from said Moses I have taken the said Bond & am  
to try to get it annulled & on failure of Payment I am to put  
the same Bond in suit at the next Court at Stafford & whenever  
I shall receive the Money due on said Bond I hereby promise to give  
up to him the said Moses his said Note together with what I shall receive  
for the Overplus when demand as Witness my hand the Day above  
said David Todd & the said Moses avers that the said David did not put  
the said Bond in suit at the next Court of Common Pleas at



Shartford and hath not delivered up the said Note of the said Moses to him or ever paid him the Overplus according to his Promise to often demanded - yet S<sup>r</sup> David the often requested; he gluts to do it to the Damage of said Moses One hundred pounds - The Deft appears by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and they agree to refer this Case to the Judgment & Determination of Samuel Mathew Willianm Shephard & John Ingersoll Esq<sup>s</sup> the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & sworn speed accordingly - And thereupon it is considered by the Court that the Request of the said Parties as aforesaid be the Rule of the Court in this Case and that they have Day here in Court until the last Tuesday of August next

Begg  
Merikidal  
No 176  
Moses Begg of Westfield in the County of Hampshire Blacksmiths Deft<sup>r</sup>  
Samuel Fish Merick of Wilbraham in the same County Physician Adm<sup>r</sup>  
on the Estate of Jesse Warner late of S<sup>r</sup> Wilbraham deceased & Hannah Warner of S<sup>r</sup> Wilbraham Widow Admin<sup>r</sup>atrix on the same Estate Defts on a Plea of Turpash on the Case for that S<sup>r</sup> Jesse in his Life Time on the last Day of December Seventeen hundred & Seventy two at S<sup>r</sup> Westfield being indebted to said Moses in the sum of Eighty pounds Seventeen shillings & five pence law full Money for Goods Wares & Merchandises & divers Articles of Personalty before that Time sold & delivered; in Consideration thereof S<sup>r</sup> Jesse appeared on himself & specifically promised S<sup>r</sup> Moses to pay him & them on Demand of S<sup>r</sup> Jesse in his Life Time nor said Merick or Hannah since his Death. He requested have ever paid the same, but neglect to do it to the Damage of S<sup>r</sup> Moses Twenty pounds - The Deft appears by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> and the Deft by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and they agree to a Continuance of the Case to the next Term - And it is considered by the Court that they have Day here in Court until the last Tuesday of August next

Reed  
Thrall  
No 177  
Martin Reed of Granby in the County of Shartford & State of Connecticut Gent<sup>r</sup> & Samuel Thrall of Granville in the County of Hampshire Gent<sup>r</sup> Defts on a Plea of Turpash on the Case for that whereas S<sup>r</sup> Samuel at Granville on the last Day of April last past sold to the said Martin a certain Note of hand signed by one Nathaniel Winchell dated the twenty fifth day of June Seventeen hundred & eighty five for the sum of Nine pounds to be paid in lawful Money to be paid in that Cattle by the twentieth day of February then next with the lawful Interest after that Twentieth day of February till paid for which S<sup>r</sup> Note the said Martin paid a valuable Consideration as the said Samuel by his Indorsement on the back of S<sup>r</sup> Note no part of the Contents being paid warranted that the whole sum mentioned in the S<sup>r</sup> Note was then due & ordered the S<sup>r</sup> Nathaniel to pay the Contents thereof to said Martin & for the S<sup>r</sup> Martin to convert it to his own Use and further warranted by his S<sup>r</sup> Indorsement that he would not discharge the S<sup>r</sup> Note & gave Liberty to have it sued & collected in his then said Samuels Name & that he would not discharge the Indorsement nor over & thereon - And the said Martin avers that since the last Day of April that Samuel has discharged the S<sup>r</sup> Note therefore he the said Samuel has become liable to pay the Contents of the S<sup>r</sup> Note to S<sup>r</sup> Martin & in Consideration of his S<sup>r</sup> Indorsement & Discharge undertook & faithfully promised the S<sup>r</sup> Martin to pay him the Contents of S<sup>r</sup> Note on Demand with Interest - yet S<sup>r</sup> Samuel the often requested hath not performed his Promise in neglect to the Damage of said Martin Fifteen pounds

The Deft appears by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> & the Deft in his own Person and they agree to refer this Case to the Judgment & Determination of Mess<sup>rs</sup> Samuel Bauson Nathaniel Bates & Gideon Dunge, the Award of them or any two of them to be final, to be returned into this Court Judgment to be made up and sworn speed accordingly - And thereupon it is considered by the Court that the Request of the said Parties be the Rule of the Court in this Case - and that they have Day here in Court until the last Tuesday of August next



William Weaver of Springfield in the County of Hampshire Esq. Plaintiff  
Harlow of Pelham in the County of Hampshire Blacksmith Defendant  
of the Case for that S. Thomas at Springfield on the eighth day  
of November in the Year of our Lord seven hundred & eighty four  
by his Note of hand by him signed together with M<sup>rs</sup> Pratt & Swann Harlow  
Pratt promised the Plaintiff to pay him thirty nine pounds sixteen shillings  
two pence silver money on Demand with Interest until paid yet said  
Thomas the often requested hath not paid the same nor have S<sup>r</sup> M<sup>rs</sup> Pratt  
& Swann paid & been negligent in to the Damage of S<sup>r</sup> William  
Eighty pounds — The Plaintiff appears by Bigelow Esq. his Att<sup>y</sup> and  
the said Thomas the three Times publicly called to come into Court make  
Default of Appearance here — Wherefore it is considered by the Court that  
said William do recover against S<sup>r</sup> Thomas Fifty two pounds nine shillings  
& two pence lawful money Damages & Costs of Suit taxed at £ 2.13.9  
& three of d<sup>s</sup> — Exon<sup>d</sup> of Mar 20. 1790

Charles Sheldon of Springfield in the County of Hampshire Shopkeeper Plaintiff  
Oliver & David Blacksmith & David Worrener Yeoman both of Pelham  
Defendants in the same County Deft<sup>s</sup> in a Plea of the Case for that S<sup>r</sup> Oliver & David  
David at said Wilbraham on the thirtieth day of May last by their Note for  
Value rec<sup>d</sup> promised said Charles to pay him eight pounds ten shillings  
& two pence half penny lawful money on Demand with Interest  
yet said Oliver & David have not paid the same but neglected  
it to the Damage of said Charles Twelve pounds — The Plaintiff ap=  
pears by M<sup>rs</sup> Pratt Esq. his Att<sup>y</sup> and the Deft<sup>s</sup> the three Times publicly  
called to come into Court make Default of Appearance here  
Wherefore it is considered by the Court that S<sup>r</sup> Charles do recover against  
said Oliver & David Eight pounds seventeen shillings & eleven pence  
lawful money Damages & Costs of Suit taxed at £ 1.12.7 & three of d<sup>s</sup>  
Exon<sup>d</sup> of Mar 25. 1790

Jacob Smith of Hadley in the County of Hampshire Shopkeeper Plaintiff  
Annasa Smith of Belkinstown in the County aforesaid  
Gent<sup>l</sup> Defendant in a Plea of the Case for that said Annasa at Hadley aforesaid  
said on the twelfth day of April in the Year of our Lord seven hundred  
& eighty eight by his Note for Value rec<sup>d</sup> promised S<sup>r</sup> Jacob  
to pay him Nine pounds sixteen shillings & ten pence on Demand with  
Interest — yet said Annasa the requested has never paid the same  
but neglected it to the Damage of S<sup>r</sup> Jacob Eighteen pounds  
The Plaintiff appears by John C. Williams Esq. his Att<sup>y</sup> and the Deft<sup>s</sup> the three  
Times publicly called to come into Court make Default of Appar=  
ance here — Wherefore it is considered by the Court that that said  
Jacob do recover against said Annasa Eleven pounds & twelve  
shillings of lawful money Damages & Costs of Suit taxed at  
£ 8.13 — Exon<sup>d</sup> of July 5. 1790

Noadiah Warner of Canterbury in the County of Hampshire Yeoman Plaintiff  
William Hamilton of the same Shutesbury Yeoman Defendant  
of the Case for that S<sup>r</sup> William at Newstead in S<sup>r</sup> County on the Britton  
fourth day of August in the Year of our Lord seven hundred & eighty  
six by his Note for Value rec<sup>d</sup> promised said Noadiah to pay him  
or Order Twelve pounds sixteen shillings & nine pence on Demand  
with Interest — yet said William the often requested hath never  
fulfilled his said Promise but neglected it to the Damage of  
S<sup>r</sup> Noadiah Ten pounds — The Plaintiff appears by John Chester  
Williams Esq. his Att<sup>y</sup> & the Deft<sup>s</sup> the three Times publicly called  
to come into Court make Default of Appearance here — Where  
fore it is considered by the Court that said Noadiah do recover  
against said William Eight pounds six shillings & four pence  
lawful money Damages & Costs of Suit taxed at £ 1.12.7 &  
three of d<sup>s</sup> — Exon<sup>d</sup> of May 7. 1790



Chapin  
Belding  
No 182.  
Caleb Chapin of Barnardston in the County of Hampshire Just. M. P. vs.  
Samuel Belding of Hatfield in the same County Comdwarner Executor of the last  
Will & Testament of Ruben Belding deceased & Deft. The said Parties hav-  
ing entered into a Rule of Reference in this Case before Eben Matthews Esq.  
Esq. Just. P. the Referees now send into Court their award as follows Viz  
We the Subscribers Referees &c having heard the Parties attended to their Pleas  
& Allegations & maturely considered the same do adjudge & determine  
that the Deft has not supported his Demand &c, & do award that said  
Caleb the Deft pay the Cost of Court & Reference being two pounds sixteen  
shillings & two pence & the Cost of Court to be taxed by the Court. Oliver  
Smith David Billings Saml Partridge Referees & Whereupon it is considered  
by the Court that said Samuel do recover against said Caleb Three  
pounds fifteen shillings & two pence of Lawful Money per his Costs in  
defusing the Suit of the said Caleb & the of &c. Esq. Apr 29. 1790

Warner  
Warner  
No 183.  
Elisha Warner Gent. Mops Hannum Just. Joanau & Jerusha his Wives all of  
Belchertown in the County of Hampshire Just. vs. Phineas Warner of the  
same Belchertown Joanau Deft. The said Parties having entered into  
a Rule of Reference before Caleb Clark Esq. Just. P. the Referees now send  
into Court their award as follows Viz We the Subscribers &c having heard  
the Parties & their several Pleas Proofs & Allegations & maturely considered  
the same do award & order on the Premises as follows to wit that the  
said Phineas Warner pay to said Elisha Warner & to Mops & Jerusha  
Five pounds Damages & five pounds one shilling & four pence Costs all  
which is humbly submitted by us Israel Cobb Joseph Smith Edward  
Smith Referees & which is awarded is accepted by the Court & it is there  
upon considered that s<sup>d</sup> Elisha Mops & Jerusha do recover against the said  
Phineas Five pounds of Lawful Money Damages & Costs of which taxed at  
£ 4.0 & the of &c. Esq. Mar 29. 1790

Pages Adm.  
No 184  
Humbly shew William Moor Administrator De Bonis Nov on the  
Estate of Abraham Page late of Southwick in the County of Hampshire  
deceased that the Debt due from s<sup>d</sup> Estate including the interest of said Debt  
with the Widows Allowance & Administrators Account allowed exceed  
the personal Estate of s<sup>d</sup> Deceased the Sum of Four hundred sixty three pounds  
ten shillings & that two thirds of the Real Estate of s<sup>d</sup> Deceased amounts to  
Five hundred fifty two pounds two shillings & The Plaintiff prays he may be  
liened to make sale of so much of the two thirds of the Real Estate of said  
Deceased as shall be necessary to pay said Debt & intervening Charges  
Whereupon it is considered by the Court that said Administrator be and  
he hereby is empowered to make sale of so much of two thirds of the  
Real Estate of said Deceased as shall produce the Sum of Four hundred eighty  
pounds for the purposes in his said Petition mentioned, he observing the  
Directions of the Law relating to such Sales

Goddard Adm.  
No 185  
Humbly shew, Nathaniel & Reuben Goddard Administrators on the  
Estate of Aaron Goddard late of Middlefield in the County of Hampshire  
deceased, that the whole of the Real & personal Estate of s<sup>d</sup> Deceased has been  
disposed of according to Law for the payment of the s<sup>d</sup> Deceaseds Debt, except the  
Widows Dower in the Real Estate and there now appears to be due from said  
Estate the Sum of Twenty nine pounds fifteen shillings one penny half  
penny & And that the said Widow Dower by Appraisement amounts to the Sum of  
£ 21. 10. 0 & They therefore pray they may make sale as the Law directs the whole  
of the Reversion in the said Dower for Payment of s<sup>d</sup> Debt & Charges of Sale &c  
Whereupon it is considered by the Court that said Administrators be & they hereby  
are empowered to make sale of the whole Reversion of the said Widows Dower  
of Dower in the Estate aforesaid for the purposes in s<sup>d</sup> Petition mentioned they  
being observing the Directions of the Law relating to such Sales



Humbly shew Peter Trask Administrator on the Estate of John  
Hemmingway late of New Salem in the County of Hampshire deceased that Hemmingway  
the Debts due from said Estate including the Administrators Account Admin Pet  
and Widows Allowance out of the personal Estate exceed the personal  
Estate the sum of one hundred & ninety pounds five shillings and  
that the whole of the Real Estate of said Deceased as inventoried amounts  
to the sum of one hundred & twenty one pounds only - He therefore  
prays he may be empowered to make sale as the law directs of all  
the Real Estate of said Deceased except the Widows Right of Dower therein  
for the purpose of paying Debts aforesaid so far as the same will do it  
which said Petition being read as also a Certificate from the Register  
of Probate of Wills &c for S. County confirming the Truth of the Facts  
stated therein - It is thereupon considered by the Court that the Admin  
istrator aforesaid be & he hereby is empowered to make sale of  
all the Real Estate of said Deceased the Widows Right of Dower only  
excepted for the purpose set forth in his said Petition, he herein  
observing the Directions of the Law relating to such Sales

N<sup>o</sup> 186

Humbly shew Isaac Dargen Administrator on the Estate of Datus Dargen  
late of Westfield in the County of Hampshire deceased, that said Estate is  
Insolvent, the Personal Estate amounting to £40<sup>0</sup> 8<sup>1</sup> 2 & the Real Estate  
to £18 - The Debts due from said Estate being one hundred & fourteen  
pounds 7<sup>1</sup> 4 He therefore prays he may be licensed to make sale of  
all the Real Estate of said Deceased for the purpose of paying said Debts so  
far as the same will do it - which said Petition together with the Cer  
tificate of the Register of Probate of Wills &c, confirming the Facts ab  
foresaid being read it is considered by the Court that the said  
Administrator be & he hereby is empowered to make sale of the whole  
of the Real Estate of said Deceased for the purpose set forth in said Petition  
he observing the Directions of the Law touching such Sales

Insolvent Admin  
Petn &c

N<sup>o</sup> 187

Humbly shew Margaret Daniels Administratrix on the Estate of  
Isaac Daniels late of Conway in the County of Hampshire dec<sup>d</sup> that  
the personal Estate after deducting the Widows Allowance amounts to  
three shillings & nine pence only - that the Real Estate amounts to  
£133<sup>1</sup> 6<sup>8</sup> & the Debts due from said Estate exclusive of the Costs of  
Administration amounts to £133<sup>1</sup> 17<sup>9</sup> - He therefore prays she  
may be licensed to make sale of all the Real Estate of said Deceased  
for the purpose of paying the Debts & Costs of Administration so far as  
the same will do it - which said Petition with a Certificate from  
the Registry of Probate of Wills &c for S. County being read it is there  
upon considered by the Court that said Administratrix be & hereby is em  
powered to make sale of all the Real Estate of said Deceased for the purpose  
mentioned in said Petition. she observing the Directions of the Law rel  
ating to such Sales

Daniels Admin  
Petn  
N<sup>o</sup> 188

Humbly shew Eliza Gindale Administrator on the Estate of John Gindale  
late of Bedford in the County of Hampshire deceased that the Debts due  
from said Estate including the Widows Allowance & Administrators Costs  
allowed exceed the personal Estate & Credit the sum of one hundred and  
eleven pounds 17<sup>1</sup> 4 - He therefore prays he may be allowed to make  
sale of so much of the Real Estate of said Deceased as will discharge  
said Debts & intervening Charges - which said Petition with a Certificate of  
the Register of Probate of Wills &c establishing the Facts set forth therein  
being read it is thereupon considered by the Court that said Adminis  
trator be and he hereby is empowered to make sale of so much of  
the Real Estate of said Deceased as shall produce the sum of one  
hundred & fifteen pounds for the purpose mentioned in his  
said Petn he observing the Directions of the Law relating to such  
Sales

Gindale Admin  
Petn  
N<sup>o</sup> 189



Miller Adm<sup>r</sup> I humbly saw Asa Miller & Roger Miller Administrators on the Estate of Edmund Miller late of West Springfield in the County of Hampshire deceased that the Debts due from said Estate exceed the personal Estate the Sum of £208.13.10 exclusive of the Cost of Administration & that the whole of the Real Estate amounts to £194.2.0 They therefore pray they may be licensed to make Sale of the whole of the Real Estate of said Deceased except the Widow Right of Dower therein - Which Petition being read together with a Certificate from the Office of Registry of Probate of Wills for said County confirming the foregoing Facts it is thereupon considered by the Court that said Administrators be & they are by all in power to make Sale of all the Real Estate of said Deceased except the Widow Right of Dower for the purpose of paying the Debts due from said Estate, they being observing the Directions of the Law relating to such Sales

Chapin Adm<sup>r</sup> I humbly shew Phineas Chapin Administrator on the Estate of Ezean Chapin late of Springfield in the County of Hampshire deceased that the Debts due from said Estate exceed the personal Estate the Sum of £141.8.3 & the Real Estate of said Deceased amounts to Fifty seven pounds twelve shillings - He therefore pray he may be licensed to sell all the Real Estate of said Deceased for the purpose of paying the Debts aforesaid - Which Petition together with a Certificate from the Registry of Probate of Wills for said County establishing the foregoing Statement being read it is thereupon considered by the Court that said Administrator be & he is by all in power to make Sale of the whole of the Real Estate of said Deceased for the purpose in his said Petition mentioned he observing the Directions of the Law relating to such Sales

Chamberlain v. Elijah Southwell  
I Ephraim Chamberlain of Southwick in the County of Hampshire Dep<sup>t</sup> vs. Elijah Southwell of the same Southwick Dep<sup>t</sup> In this Case the said Parties having entered into a Rule of Reference before Isaac Cort Esq. Just<sup>ice</sup> of the Peace - The Reporters now send into Court their Award as follows - Viz We the Subscribers Reporters in having fully examined the Evidence & duly considered the Disputes & Allegations of said Parties do adjudge and award that said Elijah pay said Ephraim One hundred & twenty pounds Debt & seven pounds sixteen shillings & eight pence Damages & costs ten shillings & six pence being the Costs of the Rule with the Costs of Administration amounting in the whole to One hundred & twenty eight pounds eleven shillings & two pence Paul Whitney Thos Southwell - Which Award is accepted - And it is thereupon considered by the Court that said Ephraim do recover against said Elijah One hundred & twenty Eight pounds sixteen shillings & eight pence with Costs & Money Damages and Costs of which he taxed at £ 2.10.0

Smith v. Oliver Field  
I Rufus Smith of Deerfield in the County of Hampshire Dep<sup>t</sup> vs. Oliver Field of Conway in the same County Dep<sup>t</sup> In this Case the said Parties having entered into a Rule of Reference before Mr. Williams Esq. Just<sup>ice</sup> of the Peace agreeably to the Statute in such Case provided - The Reporters now send into Court their Award as follows - The Reporters having heard the Parties & do award & do that said Oliver Field pay to said Rufus Smith Four pounds ten shillings eleven pence two farthings Damage & five pounds seven shillings & three pence for Costs of the Cause - John Williams & Seal Seth Cather & Seal - Which Award is accepted & it is considered by the Court that said Rufus do recover against said Oliver Four pounds ten shillings & eleven pence half penny with Money Damages and Costs of which he taxed at £ 6.13.4

Exec<sup>d</sup> 25<sup>th</sup> Mar 1791



Solomon Parsons of Goshen in the County of Hampshire Juror. 195  
Deceased Parson of the same Goshen Juror. The said Parties having  
enter'd into a Rule of Reference before John Wright Esq. & Just. Pac. - The said  
Parsons now send into Court their Award as follows - We the Subscribers being  
res. de having fully heard the said Parties & their several Pleas Proofs & Parson  
Allegations do do award & determine that the said Parsons supported his  
Demand & and that he pay the Cost of Proof both before the Justice  
£10.0 both of the Expense £3. 8. 11 both of Court to be taxed by the  
Court at which is submitted Oliver Taylor Reuben Dwyer Benj. W.  
Burgess - Whereupon it is considered by the Court that the said Parsons  
do recover against said Solomon his Cost in defending the Suit of  
said Solomon taxed at £5. 13. 3 & thereof Exon. off Mar 30. 1790

Moses Heyden of Conway in the County of Hampshire Physician. 195  
W. Thomas Bardwell of Deerfield in the same County Juror. Deft. -  
in a Plea of the Case for that said Thomas at Deerfield afforaid on Bardwell  
the fourth day of September in the Year of our Lord Seventeen hundred  
and eighty nine by his Note promised one Reuben Bardwell to  
pay him on Order thirteen pounds four shillings & six pence half pence  
my lawful money on Demand with the Interest, and after words to wit  
on the tenth day of September aforesaid at Deerfield aforesaid by his  
Indorsement on the Back of said Note order'd the payment thereof then  
due to be made to said Moses for Value rec'd of all which said Thomas  
afterwards the same Day had Notice & became liable to pay the same  
accordingly & in Consideration thereof undertook & to said Moses  
then & there promised to pay him the same - y<sup>ts</sup> Thomas  
the requested hath never paid the same but neglected to the  
Damage of said Moses fifteen pounds - The said Moses appears  
by Wm. Billing Esq. his Att<sup>y</sup> and the Deft. tho the true Justice public  
ly called to come into Court makes default of appearance  
here - Wherefore it is considered by the Court that the said  
Moses do recover against the said Thomas fourteen pounds  
one shilling & six pence lawful Money Damages & Cost of Suit  
taxed at £1. 16. 7 & thereof Exon. off Mar 25. 1790

Thimbley Shew Abner Fowler of Southwick in the County of 196  
Hampshire Juror. that on the fourth day of January last he  
received Judgment before Samuel Walter Esq. one of the Justs  
of the Peace for the County against David Fowler Jun<sup>r</sup> of the same  
Southwick Juror for the sum of Three pounds lawful money  
Damages & one pound seven shillings Cost of Suit from which  
Judgment said David appealed to this Court which Appeal he  
has failed to prosecute - He therefore prays Affirmation of  
said Judgment with additional Damages & Costs  
Wherefore it is considered by the Court that the said Abner  
do recover against said Abner Three pounds & six pence  
lawful Money Damages & Cost of Suit taxed at £2. 6. 3  
& thereof Exon. off Mar 27. 1790

Thimbley Shew Solomon Allen of Northampton in the County of 197  
Shire Juror. that his Body was attached to appear before William White  
Esq. one of the Justs of the Peace for S. County of Hampshire on the  
second Day of November last to answer to Jonathan Russell of Ch.  
Perfield in the County aforesaid a Plea in which Time he appeared  
& disputed the Demand whereupon said Solomon then gave Notice to  
said Solomon that he would carry said Demand to this Court  
for Trial - Which Action said Jonathan hath neglected to enter & pro-  
ceed - He therefore prays his reasonable Costs may be allowed him  
Whereupon it is considered by the Court that the said Solomon do recover against  
his Cost taxed at £1. 9. 5 & thereof Exon. off Mar 23. 1790



Allen  
Bourney  
No 198  
Humbly shews Solomon Allen of Northampton in the County of Hampshire Gent<sup>l</sup> that his Bond was attached to appear before William White Esq<sup>r</sup> one of the Justices of the Peace in & County on the 18<sup>th</sup> day of December last to answer to Benjamin Bourney of Chichester in the County aforesaid Esq<sup>r</sup> at which Time & Place Solomon appeared & disputed the Demand made by B<sup>y</sup> Benjamin against him upon which B<sup>y</sup> Benjamin then gave notice to S<sup>r</sup> Solomon that he would carry S<sup>r</sup> Demand to this Court for Trial &c. - Which Action B<sup>y</sup> Benjamin hath neglected to enter & prosecute - We therefore pray that his reasonable Costs may be allowed him - Whereupon it is considered by the Court that S<sup>r</sup> Solomon do recover against B<sup>y</sup> Benjamin his Costs in depending the Suit of B<sup>y</sup> Benjamin taxed at 1. 9<sup>s</sup> 5<sup>d</sup> & three of d<sup>c</sup> Exon<sup>d</sup> 17<sup>th</sup> Mar 30 1790

Turnis  
Smith  
No 199  
Humbly shews Benjamin Turnis Jun<sup>r</sup> that he was summoned to appear before Isaac Powers one of the Justices of the Peace for the County of Hampshire at his Dwelling House in Greenwich on Friday the 10<sup>th</sup> day of February last at One of the Clock Afternoon to answer for Aaron Smith - that he accordingly appeared at Time & Place aforesaid Justice & disputed the Demand of B<sup>y</sup> Aaron and was notified by B<sup>y</sup> Aaron to appear & answer to S<sup>r</sup> Group at this Term, but Aaron hath failed to prosecute his said Plea, We therefore pray Judgment for his legal Costs - Whereupon it is considered by the Court that said Benjamin do recover against B<sup>y</sup> Aaron his Costs in depending the Suit of B<sup>y</sup> Aaron taxed at one pound twelve shillings & three of d<sup>c</sup>

Summer  
Cobb  
No 200  
Humbly shews Thomas Summer that at a Court holden before Isaac Porter Esq<sup>r</sup> one of the Justices of the Peace for & County on Friday the 10<sup>th</sup> day of October last he recovered Judgment against Jonathan Cobb for one pound ten shillings Damages & sixteen shillings Costs of Suit from which Judgment he appealed to this Court and required to prosecute his S<sup>r</sup> Appeal but has failed to do so We therefore pray Affirmation of former Judgment with additional Damages & Costs - And thereupon it is considered by the Court that said Thomas do recover against B<sup>y</sup> Jonathan one pound ten shillings & eight pence lawful money Damages and Costs of Suit taxed at 5<sup>s</sup> 4<sup>d</sup> 3<sup>d</sup> & three of d<sup>c</sup> Exon<sup>d</sup> 17<sup>th</sup> Apr 17 1790

Field  
Chapin  
No 201  
Humbly shews David Field Esq<sup>r</sup> that he was summoned at the Suit of Caleb Chapin to appear before Benjamin Walborough Esq<sup>r</sup> one of the Justices of the Peace for the County of Hampshire at his Dwelling House in Lambeth on Monday the eleventh day of January last at two of the Clock Afternoon to answer to B<sup>y</sup> Caleb in & Plea - that he did accordingly appear at said Time & Place & disputed the Demand of B<sup>y</sup> Caleb, & thereupon was duly notified by B<sup>y</sup> Caleb to appear & answer to the same Action at this Time, but B<sup>y</sup> Caleb hath failed to prosecute his S<sup>r</sup> Action - said David therefore pray Judgment for his Costs - Whereupon it is considered by the Court that S<sup>r</sup> David do recover against B<sup>y</sup> Caleb his Costs in depending the Suit of B<sup>y</sup> Caleb taxed at one pound seventeen shillings and nine pence & three of d<sup>c</sup> Exon<sup>d</sup> 17<sup>th</sup> Apr 17 1790



Humbly shews Vincent Leonard Administrator on the Estate of  
Luther Leonard late of West Springfield in the County of Hamp- 196  
shire deceased that the Debt due from our exors the personal  
Estate the Sum of Thirty pounds Four shillings & ten pence  
including the Administrators Acc<sup>t</sup> & £17<sup>10</sup> 10 4 Interest due  
on the Debt to this Date more than the amount of the personal  
Estate He therefore prays he may be allowed to make Sale of  
so much of the Real Estate of said Deceased as shall produce  
the aforesaid Sum of £30 4 10 & Costs of Sale &c

Which said Petition with the Certificate from the Registry  
of Probate of Wills &c for said County confirming the Truth  
set forth therein being read it is thereupon considered by  
the Court that said Administrator be & he hereby is im-  
powered to make Sale of so much of the Real Estate of said  
Deceased as shall produce the Sum of Thirty three pounds  
for the purpose of paying the Debt due from said Estate, he ob-  
serving the Directions of the Law relating to such Sales

Queens  
Humbly shews Queen Administrator on the Estate of Hannah Queen Adm<sup>r</sup>  
late of South Hadley Intestate deceased shews that the personal  
Estate of said Deceased is insufficient to pay the Debt of said Deceased  
there being no personal Estate & the Real Estate amounting to  
£11 5 9 and the Debt due from said Estate amounting  
to the Sum of £11 5 9 including the Cost of Administration  
as appears by the Certificate of the Register of Probate of Wills  
&c for said County He therefore prays he may be allowed to make  
Sale of the whole of the Real Estate of said Deceased for the Dis-  
charge of her Debt &c Whereupon it is considered by the Court  
that said Administrator be & he hereby is empowered to  
make Sale of the whole of the Real Estate of said Deceased he  
observing the Directions of the Law relating to such Sales

Lamb  
Humbly shews Gad Lamb Adm<sup>r</sup> on the Estate of Daniel Lamb Adm<sup>r</sup>  
late of Springfield in the County of Hampshire deceased that the  
whole of the personal Estate of said Deceased is inventoried amounting  
to twenty six pounds 7 6 & the Real Estate to £119 16 6 some part of  
which is mortgage & to Samuel Lynnan Esq<sup>r</sup> for the Sum of Thirty  
pounds 5 5 2 That the Debt due from said Estate amounting to the  
Sum of £263 2 10 4 and the Administrators Accounts allowed to  
be the Sum of £27 10 7 He therefore prays the Real Estate of said  
Deceased (the Widows Right of Dower therein excepted) may be sold  
for satisfying the Debt against said Estate so far as the same shall do  
it Whereupon Petition with the Register of Probate &c for said County  
certificate confirming the same being read it is thereupon consid-  
ered by the Court that said Administrator be & he hereby is  
empowered to make Sale of all the Real Estate of said Deceased  
for the purpose set forth in his said Petition, he herein ob-  
serving the Directions of the Law relating to such Sales

Copley  
Joseph Copley of Westfield in the County of Hampshire Yeoman Deft<sup>r</sup> vs.  
Isabel Huntington of the same Westfield Yeoman Plff<sup>r</sup> in this Case  
The said Parties having entered into a Rule of the Peace &c  
The Court now send into Court their Award as follows Viz  
We the Justices do adjudge award & determine that Joseph  
reover against Isabel Three pounds Damages & Costs of Expenses  
taxed at 25/- Sam<sup>l</sup> Nathan Atty<sup>r</sup> for Banks Man<sup>r</sup> Parks  
Which said Award is accepted & it is thereupon considered by the  
Court that said Joseph do reover against said Isabel Three pounds  
lawful Money Damages & Costs of such &c taxed at £2 12 7  
& thereof do  
2<sup>d</sup> of Apr 6. 1790



Lyon  
Adm<sup>r</sup>  
P<sup>r</sup> for  
No 207

Humbly shews Mary Lyon Administratrix on the Estate of Ethelbert Child Lyon late of Holland in the County of Hampshire deceased that the Debts due from said Estate including the Adm<sup>r</sup> Account allowed in need the personal Estate & Credit the Sum of Twenty nine pounds 17/9 including two Years Interest. She therefore prays she may be licensed to make Sale of so much of the Real Estate of said Deceased as will enable her to pay said Debt with Charges of Sale. Which said Petition with a Certificate from the Office of Registry of Probate of Wills &c for said County confirming the same being read. It is thereupon considered by the Court that said Adm<sup>r</sup> be and she hereby is empowered to make Sale of so much of the Real Estate of said Deceased as shall produce the Sum of Thirty two pounds for the purpose mentioned in said Petition she observing the Directions of the Law relating to such Sales.

Jugersol  
Ex<sup>r</sup> Pet<sup>r</sup>  
No 208

Humbly shews Abigail Jugersol & Stephen Jugersol Executors of the Last Will & Testament of Oliver Jugersol late of Westfield in the County of Hampshire deceased that the whole Inventory of the personal Estate of said Deceased amounts to the Sum of £142, 12, 2 one third whereof is given to said Abigail by Will which leaves £94, 8, 9 to which must be added £7, 9 0 Debt due to said Estate makes £101, 17, 9; & that the Debts due from said Estate including the Executors Account £184, 1, 7. They therefore pray they may be licensed to make Sale of so much of the Real Estate of said Deceased as will produce the Sum of £82, 3, 10 with Charges of Sale. Which said Petition together with a Certificate from the Office of Registry of Probate of Wills &c for said County confirming the same being read it is thereupon considered by the Court that the Executors aforesaid be & they hereby are empowered to make Sale of so much of the Real Estate of said Deceased as shall produce the Sum of Eighty five pounds for the purpose of paying the Debts due from said Estate they observing the Directions of the Law relating to such Sales.

Brewer  
Adm<sup>r</sup> Pet<sup>r</sup>  
No 209

Humbly shews William Brewer Administrator on the Estate of Isaac Brewer of Walsingham in the County of Hampshire deceased, that the Estate of said Deceased is insolvent & insufficient to pay the Debts due from said Deceased as appears by the Certificate of the Register of Probate. He therefore prays he may be empowered to make Sale of all the Real Estate of said Deceased for Payment of his Debt. Which said Petition & Certificate being read it is thereupon considered by the Court that said Administrator be and he hereby is empowered to make Sale of all the Real Estate of said Deceased for the purpose of paying the Debts due therefrom so far as the same shall do it. The said Administrator herein observing the Directions of the Law relating to such Sales.

Butler  
Butler  
No 210

Humbly shews Jonathan Marsh Butler of Greenfield in the County of Hampshire Yeoman that his Goods & Estate were attached & he was summoned to appear before Justice of the Peace one of the Justices of the Peace for said County of Hampshire at his Dwelling House in West Springfield in the County of Middlesex in the County of Middlesex & State of Connecticut on the first day of February last past to answer unto Israel Butler late of Middletown in the County of Middlesex & State of Connecticut Yeoman, a writ which Time he appeared before said Justice & disputed the Demand of said Butler, whereupon said Butler gave Notice he should carry his said Demand to this Court &c. That said Israel hath failed to prosecute his said Suit. He therefore prays his legal Costs may be adjudged him whereupon it is considered by the Court that said Jonathan do recover against said Israel his Costs taxed at £2, 4, 3 & the costs.

Given at New York 23<sup>rd</sup> 1790



197

Humbly shews Elisha Shuck of Suffield in the County of Hartford  
& State of Connecticut Gent<sup>l</sup> on the second Day of November last  
past by the Consideration of Mr. Burbank & one of the Justices  
of the Peace in & for the County of Hampshire he recovered  
Judgment against Thomas Pa<sup>t</sup> Douglass of Westfield in the County  
of Hampshire for twelve shillings & five pence Damages &  
eighteen shillings & two pence Costs. From which Judgment  
Thomas appealed to this Court, but has failed to prosecute  
the same - Wherefore he prays for Affirmation of s<sup>d</sup> Judgment  
with additional Costs - Whereupon it is considered by the Court  
that s<sup>d</sup> Elisha do recover against s<sup>d</sup> Thomas twelve shillings &  
eight pence with s<sup>d</sup> money Damages & Costs of which taxed at  
£15.11.12 & thus of &c  
Given at s<sup>d</sup> May 14. 1790

The foregoing Judgments Orders &c being  
made & entered up in Manner aforesaid  
& then the Court adjourned without Day

Attest  
M<sup>rs</sup> Rob<sup>t</sup> Beech Cler<sup>k</sup>

Mess<sup>rs</sup> Jon<sup>s</sup> E Porter & Simon Strong Jun<sup>r</sup> were admitted to be  
Attorneys in this Court & the Oaths required by Law were admin-  
istered to them in Court to qualify them for s<sup>d</sup> Office

Attest  
M<sup>rs</sup> Rob<sup>t</sup> Beech Cler<sup>k</sup>



Commonwealth of the Duchy of  
Hampshire

In the Court of Common Pleas holden at Northampton  
in and for the County of Hampshire on the first Tuesday  
of September being the seventh day of said Month and  
from day to day to the eleventh day of said Month Anno  
Domini 1790

Justices of the said County present

Charles Porter Esq  
John Bliff Esq  
Samuel Walker Esq  
Abm Burbanks Esq  
Sister Esq  
Wm Spink Esq

Jury of Trials

Ben Smith Foreman	Hat.
Elphail Phelps	N.
Bela Strong Junr	
George Hubbard	And
Thos. Pomeroy	S.
Moses Phelps	West
Salvenas Clarke	Jun
Jon Smith	Bel
Edmond Pellingill	Wor
Abijah Powers Esq	Guin
Daniel Wilder	Shel
Daniel Brown	Go.
Silas Chapin excusd	Spr.
Simon Hawley abt	Dar
Elisha Munn abt	N.P.
Nat. Hinds excusd	Bel.

Brown  
Bates &  
1788 Feb. 30.

Jonathan Brown Junr of Springfield in the County of Hampshire Gent. Plff  
vs  
Lemuel Bates Husbandman Samuel Bates gent. & John Sherman Gent. all of  
the same Springfield Defts in a Plea de as is of Record hitherto. The Parties  
appear and agree to a Continuance of this Case & And it is considered  
by the Court that they have Day here in Court untill the third Tuesday of Janua  
ry next

Narramore  
Lyon  
1793 Feb 9.

Deborah Narramore of Gosport in the County of Hampshire Widow Plff vs William  
Lyon of the same Parish Gent. Deft in a Plea de as is of Record hitherto  
The Plff appears by Simon Strong Esq his Att. & the Deft by Abner Morgan Esq  
counsel & depends in and says that in both not broken his Covenant in manner  
& form as the Plff hath alleged and thereof puts himself on the Country  
and the Plff likewise. A Jury being now returned impanelled and  
sworn to try the Issue as the Law directs declare upon their Oath that they find  
the said William has broken his Covenant in manner de as is set forth in  
the Declaration and affix Damages for the Plffs Fifty seven pounds  
and thereupon it is considered by the Court that said Deborah do recover  
against said William Fifty seven pounds lawfull money Damages & Costs of  
Suit taxed at  
Whereupon the s<sup>d</sup> William in his own Person  
now here in Court appeals from the Judgment of this Court to the Supreme Judi  
cial Court to be holden at Springfield in & for the County of Hampshire on the  
fourth Tuesday of September next & he recognises with Sureties as the Law directs  
for his prosecuting his s<sup>d</sup> Appeal with Effect as by s<sup>d</sup> Recognizance on File does  
appear



Harbor Whittier of Northfield in the County of Hampshire Esq. Plaintiff Samuel Wile  
of Walpole in the County of Cheshire & State of New Hampshire Defendant. 1788  
in a Plea de as is of Record hitherto and now at this Time Stephen Field Administrator on the Estate of the said Aaron deceased sends the Cash Term  
now comes into Court to prosecute this Suit, and he is admitted and it  
is considered by the Court that the said Parties have Day here in Court until  
till the third Tuesday of January next 1789 Feb. 24.

Isaac Fowler of Southwick in the County of Hampshire Esq. Plaintiff David Foster  
of the same Southwick Defendant in a Plea de as is of Record hitherto. 1789 Feb. 26.  
The Parties appear & agree to a Continuance of this Case under the  
same Rule of Reference as was hitherto entered into, and it is consider  
ed by the Court that they accordingly have Day here in Court until the  
third Tuesday of January next Perkins

John Perkins of West Springfield in the County of Hampshire Esq. Plaintiff Samuel Flowers  
of the same West Springfield Defendant in a Plea de as is of Record hitherto. 1789 Feb. 29.  
The said Parties appear, and the Referees chosen by them now send  
into Court their Award as follows: We the Subscribers Referees do  
award judge & determine that John Perkins the Plaintiff do recover against the  
Defendant Twenty three pounds twelve shillings lawful money Damages & two  
pounds fifteen shillings & six pence Costs of Reference & Costs of Court to  
be taxed by the Court. John Sargent of Wm. Lyman Referees  
which said Award is accepted, and it is considered by the Court that said  
John Perkins do recover against the Defendant aforesaid Twenty three pounds twelve  
shillings of lawful money Damages & Costs of which de taxed at L. 7. 1s. 3 &  
three of de Exon. if. Sep. 27. 1790

Lynette Roberts of Springfield in the County of Hartford & State of Connecticut Plaintiff James Whelan of Granville in the County of Hampshire Defendant  
in a Plea de as is of Record hitherto. 1789 Feb. 30.  
The Parties appear and agree to refer this Case  
to the Judgment & Determination of Warham Parks Timothy Robinson & Isaac  
Went Esq. the Award of them or any two of them to be final to be returned into the  
Court Judgment to be made up & Executed according to and hereupon  
it is considered by the Court that the Agreement aforesaid of the Parties  
by them entered into be the Rule of the Court in this Case, & that they have Day  
here in Court until the third Tuesday of January next

Timothy Brown of Manchester in the County of Perimont & State of Ver. Plaintiff Ripley Torrey of Granville in the County of Hampshire Defendant  
in a Plea de as is of Record hitherto. 1789 Aug. 1.  
The said Parties appear and the Referees hitherto chosen by them now send into Court their Award as fol  
lows: We the Subscribers Referees do send that the said Ripley did not  
affirm & prosecute in Manner as the said Timothy in his Declaration hath  
alleged, and we do thereupon finally adjudge & determine & award that the  
said Timothy Brown recover Nothing by his Suit against the said Ripley  
Torrey & that the said Ripley Torrey recover against the said Timothy Brown  
the Costs of this Reference taxed at Five pounds six shillings & one penny  
and the Costs of Court to be taxed by the Court. Wm. Welling Esq. Daniel  
Isaac Baldwin Referees which said Award is accepted & it is by the Court con  
sidered that said Ripley do recover against the said Timothy the Costs of which  
de taxed at L. 5. 1. 8 & three of de Ward & al

Catherine Willard Widow Plaintiff Samuel Ward Esq. both of Lancaster in the County of Willard  
Monster Defendant in a Plea de as is of Record hitherto. 1789 Aug. 5  
New Hampshire Plaintiff Defendant in a Plea de as is of Record hitherto. The Plaintiff  
appear by John Paine Esq. their Att. & the Defendant three times called to come into  
Court makes Default of appearance here, wherefore it is considered by the Court  
that said Catherine & Samuel do recover against said Solomon Eighteen pounds  
eighteen shillings & four pence of lawful money Damages & Costs of which de taxed at  
L. 5. 1. 8 & three of de Exon. if. Sep. 18. 1790



Ward  
as  
Willard  
1789 Aug 6. Samuel Ward of Lancaster in the County of Worcester Gent<sup>n</sup> vs. Solomon Willard of  
Worcester in the County of Essex & late of New Hampshire Gent<sup>n</sup> Deft in a Plea  
ie. as is of Record hitherto. The Plea appears by John Barrett Gent<sup>n</sup> his Att<sup>y</sup> and  
the Deft the three times publicly called to come into Court makes Default of appear-  
ance here. Whereupon it is considered by the Court that said Samuel do recover  
against said Solomon One hundred forty two pounds seven shillings and  
four pence lawful Money Damages & Costs of Suit taxed at £5. 18. 2 and  
thereof &c  
Execut<sup>d</sup> Sep<sup>r</sup> 18. 1790

Shepard  
as  
Phelps  
1789 Aug 26. Solomon Shepard of Westfield in the County of Hampshire Gent<sup>n</sup> vs.  
George Phelps of the same Westfield Yeoman Deft in a Plea  
as is of Record hitherto. The Parties appear & the Referees by  
them appointed chosen now bring into Court their Award as follows  
Viz<sup>t</sup>. We the Subscribed Referees do award judge & determine  
that s<sup>d</sup> Solomon do grant the Deft do have & recover of the within named  
George Phelps Deft Eleven pounds & ten shillings lawful money  
Damages & Cost of Referees being one pound & eight shillings  
Costs of Court to be taxed by the Court John Atwater James Taylor  
Phiny Morley & And. Thompson it is considered by the Court  
that said Solomon do recover against said George Eleven pounds  
& ten shillings of lawful money Damages & Costs of Court  
taxed at £6. 8. 3 & thereof &c

Luther Shultz of Peterham in the County of Worcester Yeoman Plff  
vs Calvin Shultz late of Bridgewater in the County of Plymouth  
Husbandman an absent absconding Debtor & Caleb Shultz of  
Pelham in the County of Hampshire said Calvin Agents &c Defts  
in a Plea &c as is of Record hitherto. The Plff appears by  
Growth his Att<sup>y</sup> & the s<sup>d</sup> Agents in his own Person and they agree to  
a continuance of this Case. And it is considered by the Court that  
they have Day here in Court untill the third Tuesday of January next

Jackson  
as  
Dalrymple  
1789 Aug 30. James Jackson of Roxbury in the County of Suffolk Merchant Plff vs Andrew  
Dalrymple of Colbran in the County of Hampshire Gent<sup>n</sup> Deft in a Plea &c as  
is of Record hitherto. The Parties appear & agree to a continuance of this Case  
to the next Term. And it is considered by the Court that they have Day here  
in Court untill the third Tuesday of January next

Ward & al  
as  
Goussal  
1789 Aug 31. Samuel Ward of Lancaster & David Sanders on Gent<sup>n</sup> of Peterborough both in the County  
of Worcester Gentlemen Plffs vs. Abijah Goss of Pelburne Trader alias Yeoman &  
sith Gathier of Dunstable Gent<sup>n</sup> both in the County of Hampshire Defts in a Plea &c as  
is of Record hitherto. The Plffs appear & pray judgement And thereupon it is  
considered by the Court that the said Samuel & David do recover against the said  
Joseph & s<sup>d</sup> Dalrymple for the sum of £. 5. 5. four pounds five shillings of  
lawful money Debt. And that thereof they may have their Execution paid to  
each for One pound ten shillings eight pence & for Costs taxed at £3. 2. 9.  
Execut<sup>d</sup> Oct<sup>r</sup> 2. 1790

Water  
as  
Tillotson  
1789 Aug 31. William Carter of Westfield in the County of Hampshire Yeoman Plff vs. Abel Tillotson of  
Worcester in the same County Yeoman Deft in a Plea &c as is of Record hitherto.  
The Plff appears by John Barrett Gent<sup>n</sup> his Att<sup>y</sup> & the Deft by Samuel Threlkley Esq<sup>r</sup> his Att<sup>y</sup>  
saves & denies the sum of £. 5. 5. four pounds five shillings & says he never admitted in Man-  
ner & Form as the Plff in his Declaration hath alleged & thereof puts himself on the  
Country for Trial. And the Plff likewise. And they returned empannelled  
& sworn as the Law directs to try the True declare upon their Oaths that they find the  
Defendant never received the Plffs money & Form as set forth in his Declaration



and therefore it is considered by the Court that the said Abel do recover against the said William his costs in defending the writ of the said William taxed at eight pounds six shillings & nine pence & that of do. Exon of 2<sup>d</sup> Oct. 19. 1790

Jonathan Field of Ashurst in the County of Hampshire Yeoman & Sarah his Wife  
Plffs vs Nathaniel Briggs of Hantsbury in the same County Yeoman Defendant  
The Parties appear & agree to a continuance  
And it is considered by the Court that they have Day here in Court untill  
the third Tuesday of January next

Field & al  
Briggs  
1789 Aug 41.

Josiah Dickinson Junr & Ebenezer Dickinson Esqrs of Hantsbury in the County of Hampshire  
Plffs vs Andrew Harrison Esq of Pelham in the County of Hampshire  
Plffs vs Robert Abernethie Esq of Pelham aforesaid  
The Defendants appear & agree to a continuance  
And it is considered by the Court that they have Day here in Court untill  
the third Tuesday of January next

Dickinson  
Harrison  
Abernethie  
1789 Aug 43.

Nathaniel Sprout of Hardwick in the County of Worcester Yeoman  
Plff vs Philip Jordan late of Hardwick aforesaid an absconding Debtor  
& Jacob Sampson Junr. Yeoman & George Sampson Yeoman both  
of New Salem in the County of Hampshire Agents for the said Philip Jordan  
The Defendants appear & agree to a continuance  
And it is considered by the Court that the Defendants do recover against  
said Philip Fifty one pounds nineteen shillings & ten pence of Law  
ful Money Damages & Costs of which taxed at £ 2m 10s & that of do.

Sprout vs  
Jordan & al  
1789 Aug 49.

Exon of 15<sup>th</sup> Oct. 1790

Robert Cutler of Ashurst in the County of Hampshire  
Plff vs Reuben Dickinson late of Pelham in the same County Yeoman & absconding Debtor  
The Defendants appear & agree to a continuance  
And it is considered by the Court that said Robert do recover  
against said Reuben Twelve pounds four shillings & nine pence of  
lawful Money Damages & Costs of which taxed at £ 2m 10s & that of do.

Cutler vs  
Dickinson  
1789 Aug 51.

Exon of 22<sup>nd</sup> Sept. 1790

Jacob Bingham of Hammoor in the State of New Hampshire Trader  
Plff vs Noah Goodson of South Hants in the County of Hampshire Esq  
The Parties appear & agree to a continuance  
And it is considered by the Court that they have Day here in Court untill the third  
Tuesday of January next

Bingham  
Goodson  
1789 Aug 51.







William Lyon of Woodstock in the County of Windham & State of Connecticut  
Gent<sup>l</sup> Appell<sup>t</sup> vs. Joshua Abel of Goshen in the County of Hampshire This Causeman  
Appeals in a Plea de as is of Record hitherto — The Parties appear and  
agree to refer this Case to the Judgment & Determination of the J<sup>rs</sup> Donald  
Dickinson Bay of Sheldon & Benjamin Tappan the Award of them or any  
two of them to be returned into this Court, Judgment to be made  
up and Exec<sup>d</sup> paid accordingly — And thereupon it is considered by the  
Court that the Demandant aforesaid of Joshua Abel be the Rule of this  
Court in this Case; and that they have Day here in Court untill the third  
Tuesday of January next

Lyon vs  
Abel  
1790 Aug 119

William Lyon of Woodstock in the County of Windham & State of Connecticut  
Gent<sup>l</sup> Appell<sup>t</sup> vs. Joshua Abel of Goshen in the County of Hampshire This Causeman  
Appeals in a Plea de as is of Record hitherto — The Parties appear & Drought for  
the Def<sup>t</sup> & others the Referees heretofore chosen by them now send into Court  
their Award as follows viz<sup>t</sup> "The subscribers Referees do do award in  
the Action Joshua Abel Plff against William Defendant, pending in the Court  
of Common Pleas in the County of Hampshire that the said Joshua Abel recover  
against the said William Lyon the Sum of four pounds eight shillings &  
seven pence lawful Money Damages & Costs of Court to be taxed by the  
Court (excepting the Writs for this which we do not allow) — And in  
the Action William Lyon Plff against Joshua Abel Def<sup>t</sup> that the said William  
Lyon recover against the said Joshua Abel the Sum of Fifty eight pounds  
six shillings & six pence lawful Money Damages & Costs of Court to be taxed by  
the Court — The Costs of this Referee being settled by the Parties Drought for  
J<sup>rs</sup> Newell Gov<sup>r</sup> Drought — Which said Award is accepted & there  
upon it is considered by the Court that the said William the Plff in the  
Case aforesaid do recover against the said Joshua Abel the Def<sup>t</sup> in  
said Case Fifty eight pounds six shillings & six pence lawful Money  
Damages & Costs of Suit taxed at £ 5. 4. 6 & thereof do —

Lyon vs  
Abel  
1790 Aug 120

Exec<sup>d</sup> of Sept 27. 1790

William Wilbur Gorman & Esther his Wife. Sons Hapner Gorman & Mary his Wife  
Joseph Moffat Physician & Lois his Wife. Sons Mighill Gorman & Mary his Wife  
all of Wrentham in the County of Hampshire Peter Morgan of Tisbury  
in the County of Berkshire Gorman & Sarah his Wife, John Westbrook of  
Guildhall in the County of Orange & State of New York Gent<sup>l</sup> & Hannah his  
Wife & Rebecca Thompson of Palmer in the County of Hampshire Single women  
Plffs vs. Jonathan Charles of Wrentham aforesaid Gent<sup>l</sup> Def<sup>t</sup> in a Plea de  
as is of Record hitherto — The Plffs appear by Abner Morgan Esq<sup>r</sup> their  
Att<sup>y</sup> and the Def<sup>t</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & depends de &  
for Plea says he never dispised the said Demandants in Manner & Form  
as the said Demandants in their Declaration have alleged & put himself on the  
Country — And the said Demandants likewise — At Jury & this Time  
returned & impanelled as the law directs & now sworn to try the Issue  
deline upon them Oath that they find the Def<sup>t</sup> did dispise the Demandants  
in Manner & Form as set forth in the Writ — And thereupon it is consid  
ered by the Court that the said Demandants do recover against the said  
Jonathan Charles twice the Def<sup>t</sup> of the demanded Present & also, for the  
Costs of Suit taxed at £ 8. 1. 5 — Whereupon the said Charles now  
here in Court in his own Person appears from the Judgment of this Court  
to the Supreme Judicial Court to be holden at Springfield in & for the  
County of Hampshire on the fourth Tuesday of September Instant &  
he recognises with Sureties as the Law directs for his prosecuting his  
said Appeal with Effect as by said Warrant on File doth appear

Wilbur &  
Charles  
1789 Aug 124



Bentons 1789 Aug 126 *Robert Bentons of North Brimfield in the County of Hampshire Yeoman Plaintiff vs the Inhabitants of Holland in said County Defts in a Plea de as is of Record heretofore* The Plea appears by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> & the Defts<sup>r</sup> the three Times, publicly called to come into Court make Default of appearance here Wherefore it is considered by the Court that the said John do recover against the said Inhabitants of Holland Nine pounds five shillings & two pence of the said Inhabitants of Holland Moneys Damages & Costs of Court taxed at £ 3. 13. 10 & thereof do Exon<sup>r</sup> Sep<sup>r</sup> 14. 1790.

Lilly 1789 Aug 127 *Shuben Lilly of Brimfield in the County of Hampshire Gent<sup>r</sup> Plaintiff vs Nathan Collins late of Brimfield Merchant an absconding Debtor & Lewis Collins of Brimfield Yeoman Executors of Nathan Defts in a Plea de as is of Record heretofore* The Plea appears by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> & the said Nathan the three Times, publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Shuben do recover against the said Nathan & his Executors of Law full Money Damages & Costs of Suit taxed at £ 3. 10. 7 & thereof do Exon<sup>r</sup> Sep<sup>r</sup> 14. 1790.

Abbott 1789 Aug 128 *Nathan Abbott of Brimfield in the County of Hampshire Plaintiff vs James Thompson late of Worsen in the same County & absconding Debtor & Solomon Thompson of Worsen agent & Trustee of James Defts in a Plea de as is of Record heretofore* The Plea appears by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> and the said James the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Nathan do recover against the said James Four pounds twelve shillings & six pence Law<sup>r</sup> Damages & Costs of Suit taxed at £ 3. 10. 11 & thereof do Exon<sup>r</sup> Sep<sup>r</sup> 14. 1790.

Apel 1789 Aug 132 *Joshua Apel of Groton in the County of Hampshire Yeoman Plaintiff vs William Lyon of Woodstock in the County of Windham & State of Conn<sup>t</sup> Gent<sup>r</sup> Deft in a Plea de as is of Record heretofore* The Parties appear & the Referees by them heretofore chosen now send into Court their Award for which fee the Case Lyon is doell the other side of this Leaf. — which said Award is annexed, and it is thereupon considered by the Court that Joshua do recover against the said William Seven pounds eight shillings & eleven pence Lawfull Money Damages & Costs of Suit taxed at £ 4. 4. 2 & thereof do Exon<sup>r</sup> Sep<sup>r</sup> 17. 1790.

Thirkland 1789 Aug 139 *Samuel Thirkland of Norwich in the County of Hampshire Gent<sup>r</sup> Plaintiff vs Samuel Beumh late of said Norwich Merchant an absconding Debtor & John Thirkland Esq<sup>r</sup> & Charles Williams Yeoman joint of & Norwich Agents & Trustees of Beumh Defts in a Plea de as is of Record heretofore* The Plea appears by Samuel Thirkland Esq<sup>r</sup> his Att<sup>y</sup> & the said Beumh the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Thirkland do recover against the said Beumh Five pounds five shillings & one penny Lawfull Money Damages & Costs of Suit taxed at £ 2. 10. 11. The Plea by his Att<sup>y</sup> in Court remits Three pounds of Damages. Exon<sup>r</sup> for Cui<sup>r</sup> Sep<sup>r</sup> 17. 1790.

Case Adm<sup>r</sup> 1789 Aug 140 *Seth Case of Linsbury in the County of Hartford & State of Conn<sup>t</sup> Plaintiff vs Edward Gale of Charlestown in the County of Hampshire Yeoman Deft in a Plea de as is of Record heretofore* The Parties appear by their Att<sup>y</sup> & agree to a Continuance of this Case — and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.



John Sprague Gent<sup>l</sup> William Barnister Yeoman & Southworth Cod Yeoman 201.  
all of Cheshire in the County of Hampshire Plffs vs Lavan Sacket of Nor Sprague & al  
wicks in the County of Dorset Gent<sup>l</sup> Deft in a Plea de as is of Record Sackett  
hencefore The Plffs being three Times publicly called to come into Court were  
Nonwith & the Deft defaulted and the Action is dismissed 1789 Aug 106

Solomon Boltwood of Andover in the County of Hampshire Yeoman Plff vs Boltwood  
or John Boltwood of the same Andover Yeoman Deft in a Plea de as is  
of Record hencefore The Parties appear & the Sheriff hencefore chosen  
by them now bring into Court their Award as follows "We the Subscrib<sup>rs</sup>  
as de Sheriff do award that the sd Solomon Boltwood do recover of  
the said John Boltwood the sum of Ten pounds lawful money in full  
of all Damages & also his Costs of Pleading taxed by the Court & the  
Costs of the Cause taxed at Four pounds six shillings & seven pence  
Wm Lyman Sheriff Wm Clellan Benja Prescott Sheriffs Whereupon it  
is considered by the Court that Solomon do recover against said John  
Ten pounds of lawful money Damages & Costs of which taxed at 5<sup>th</sup> 12<sup>th</sup>  
& thereof &c Exempt Sept 27 1790

James Gale of Cape Elizabeth in the County of Cumberland Merch<sup>t</sup> Gale vs  
Plff vs John Mathew of Colrain in the County of Hampshire Yeoman Deft Mathew  
in a Plea de as is of Record hencefore The Parties appear by their Att<sup>ys</sup>  
and agree to a continuance of this Case to the next Term & it is con- 1789 Aug 163  
sidered by the Court that they have Day here in Court untill the  
third Tuesday of January next

Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> Stoddard vs  
Plff vs William Scott of Palmer in the same County Gent Deft in Scott  
a Plea de as is of Record hencefore The Deft having appeared since 1782  
the last Term it is considered by the Court that this Case be contin-  
ued to the third Tuesday of January next that the Administrator  
may be summoned in to defend the writ

William Clark of Sharon in the County of Hillsfield & State of Conn Clark vs  
return of Yeoman Plff vs Joshua Rugg of Guilford in the County of Rugg  
Hampshire Yeoman Deft in a Plea de as is of Record hencefore 1786 Aug 137  
The Parties appear by their Att<sup>ys</sup> & agree to a continuance of this Case  
to the next Term & it is considered by the Court that they have  
Day here in Court untill the third Tuesday of January next

Oliver Dickinson Gent<sup>l</sup> John Dickinson Yeoman both of Hallowfield & State Dickinson & al  
and Dickinson of Northfield Gent<sup>l</sup> all in the County of Hampshire Executors Ex<sup>rs</sup> vs  
of the last Will & Testament of David Dickinson late of Hallowfield & State  
Plff vs Ruben Towse of Heyden in the same County Yeoman Deft Towse  
in a Plea de as is of Record hencefore The Plffs being called are  
Nonwith the Deft defaulted & the Action is dismissed 1789 Aug 198

Ephraim Robbins of Warwick in the County of Hampshire Husband Robbins  
man Plff vs Joseph Goodell of the same Warwick Husbandson Deft Goodell  
in a Plea de as is of Record hencefore The Plff appears by John  
Banck Gent<sup>l</sup> his Att<sup>y</sup> & the Deft who three Times publicly called to come 1790 Mar 3  
into Court makes Default of appearance here & wherefore it is  
considered by the Court that Ephraim do recover against said  
Joseph Ninety pounds ten shillings & six pence lawful money Da-  
mages & Costs of which taxed at £ 5. 7. 5 & thereof &c  
Exempt Sept 18 1790

Samuel White of Northfield in the County of Hampshire & State of New Hampshire Plff vs White vs  
of Dover & State of New Hampshire in the County of Cheshire & State of New Hampshire Gent<sup>l</sup> Smith  
Deft in a Plea de as is of Record hencefore The Parties appear & agree to  
upon this Case to the Determination of John Williams Esq<sup>r</sup> of Bedford & Jonathan  
Harris Esq<sup>r</sup> of Kingsdale & Capt Wm Clark of Dover together with all matters  
between them the Award of them or any two of them to be final to be returned  
1790 Mar 5



into the Court Indorsed to be made up & Exceon a part according to  
Petition it is considered by the Court that the Agreement aforesaid of the S.  
Parties be the Rule of this Court in this Case & that they have Day here in  
Court untill the third Tuesday of January next

*1<sup>st</sup> 10  
20<sup>th</sup> 1861  
March 2nd  
1861*

Borah Lotthrop of West Springfield in the County of Hampshire Clerk & also  
John Wright of Springfield in the same County further named & also  
Morley & John Morley both of Westfield & Abel Morley of West Springfield all  
in the County aforesaid. Having Deft in a Plea as is set forth here before  
The Parties appear & agree to a continuance of this Case to the next Term -  
And it is considered by the Court that they have Day here in Court on till  
the third Tuesday of January next

Thrall Samuel Thrall of Granville in the County of Hampshire Gent<sup>r</sup> & Esq<sup>r</sup>  
Robinson & Timothy Robinson of the same Granville Esq<sup>r</sup> Deft<sup>r</sup> & a Clerk and of Record  
1790 Mar 8. Master in The Sup<sup>r</sup> appears by M<sup>rs</sup> Bliff Esq<sup>r</sup> his Att<sup>y</sup> in the Sup<sup>r</sup> the  
Twice publicly called to come into Court & a Res<sup>o</sup> passed of appearance  
here - Wherefore it is considered by the Court that said Samuel do recover  
against said Timothy  
Costs of Smith taxed abt £ 2. 8. 3 & Thos<sup>d</sup> de

[illegible]



that she is unwilling by the said Dan in his Plea and answer alleged ought not to be  
 precluded from having & maintaining her Plea on against him the said Dan because  
 she says that after making the Writing obligatory aforesaid & declared on, the  
 said Arbitrators in the said Condition thereof seemed pursuant to the Sub-  
 mission before related & in the same Condition mentioned having taken upon  
 themselves the Burthen of hearing, determining & awarding of & conveying  
 all the Matters & Things in the said Submission mentioned & contained the week  
 at said Springfield in & County on the fourteenth day of August in the Year  
 of our Lord One thousand seven hundred eighty nine & before the sitting  
 of the said Court of Common Pleas in the same Submission mentioned &  
 before the expiration of the Term limited for their making and  
 publishing their Award thereon, duly made & published their Award  
 of & concerning the Premises in Writing under their hand ready to be  
 delivered said Parties & indorsed on the Back of said Bond or Writing  
 obligatory in the Words & Manner following that is to say - "We the Under-  
 written Arbitrators & Judges writing signed between the within mentioned  
 Parties having taken upon us the Burthen of hearing & determining the  
 whole Matters & Things to us submitted having fully heard the said  
 Parties & their several Allegations & Proofs & duly considered the same  
 do thereupon report award & determine that the said Dan Stebbins pay  
 unto the said Ruth & that the said Ruth have & recover of the said Dan the  
 Sum of Forty five pounds for her Damages for the Breach of Promise  
 declared on in the Petition within mentioned & in full Satisfaction for  
 the same together with the Costs of this Reference being eight pounds  
 four shillings & three pence & Costs of the said Ruth to be taxed by  
 the Court both said Sums to be paid on or before the tenth day of  
 September next & upon payment thereof that the said Ruth give to the  
 said Dan a full Discharge for the same & Springfield Aug<sup>r</sup> 14<sup>th</sup> 1789 Justices  
 Edw<sup>d</sup> W<sup>m</sup> Fishburn, Thomas Dwight" as by the said Award in Court read  
 to be known manifestly appears all which the said Ruth is ready  
 to verify and for Proves of the same Award in this behalf by  
 him the said Dan Stebbins on his oath & the said Ruth Goodwill  
 & deposes that he the said Dan Stebbins hath not paid to her  
 the said Ruth Goodwill the said Sum of Forty five pounds or any  
 part thereof neither hath he paid unto the said Ruth the said  
 Sum of eight pounds four shillings & three pence awarded for her  
 Costs of the said Reference or any part thereof, neither hath he said  
 Dan paid to her the said Ruth the said Costs of the said Ruth taxed by the  
 said Court amounting to the sum of two pounds eleven shillings  
 & eleven pence - And after making & publishing the same Award  
 as is before mentioned she the said Ruth duly entered her said  
 Petition before the Justices of the same Court in the Subscription mentioned  
 in order that the same Submission & Award thereon should be made  
 & Rule of the same Court & Judgment made up & a Return had  
 in favour of her the said Ruth pursuant to the same Award  
 of the Sum aforesaid & the Costs of said Ruth pursuant to the true  
 Intent & Meaning of the said Parties in their Submission & that  
 the said Ruth then & there made her Motion to the same Court  
 to have the same Rule made & the same Award accepted & Judg-  
 ment made up according, but he the said Dan Stebbins then & there  
 present in Court utterly refused his Consent to have the same  
 Submission made & Rule of the same Court & then & there objected  
 against & prevented the acceptance of the same Award merely &  
 solely on Account of the said Submission not being entered & made  
 a Rule of the same Court, whereby she the said Ruth was prevented re-  
 covering Judgment at the same Court & thereby lost the whole Bene-  
 fit of her said Suit & the Costs & Expenses thereby incurred amount-  
 ing to the Sum of Two pounds eleven shillings & eleven pence & a pound



Goodwill  
Stebbins

all which she is ready to verify & whereof she prays Judgment & that her Debt  
aforesaid be adjudged her And the said Dan says that the aforesaid  
Plea of the said Ruth above pleaded in Reply & the Matter therein contained are  
not sufficient in Law for the said Ruth to have & maintain her aforesaid  
Action against him the said Dan & that he has no need nor is he obliged by  
the Law of the Land to give any answer to the said Plea in Manner and  
Form above pleaded & that he is ready to verify & wherefore for want  
of a sufficient Replikation in this behalf the said Dan as before prays  
Judgment & that the said Ruth may be barred from having her said  
Action against him & And the said Ruth says her said Replikation is  
sufficient in Law to maintain her said Action & because the said Dan  
doth not any way deny the same she prays Judgment & that her Debt  
aforesaid be adjudged her

Whereupon all & singular the Premises being seen & by the Court here  
fully understood & perambled as it appears to the Court that the Plea  
aforesaid of the said Dan by him above pleaded & the Matter therein  
contained are an insufficient Answer to the Declaration of the said  
Ruth, and ought not to preclude her from having & maintaining  
her said Action & Thereupon it is considered that the said Ruth do recover  
against the said Dan Forty five pounds of lawful Money Debt & Costs  
of Suit taxed at £ 3<sup>l</sup> 18<sup>s</sup> 3<sup>d</sup> & thereof Exon<sup>d</sup> Sept. 14. 1790

Ashley vs  
Rose  
1790 Mar 10

Simon Ashley of Springfield in the County of Hampshire Trader Plaintiff  
Daniel Rose Jun<sup>r</sup> of Granville in the same County Yeoman Defendant in a Plea  
as is of Record here to fore The Plea being three Times called in Court & the Def<sup>t</sup>  
defaulted & the Action is dismissed

Wood vs  
Blanchman  
1790 Mar 11

Nathan Wood of Pittsfield in the County of Berkshire Yeoman Plaintiff  
Barnabas Blanchman of Belchertown in the County of Hampshire Yeoman  
Def<sup>t</sup> in a Plea as is of Record here to fore The Plea appears by Robell  
Strong Gent<sup>l</sup> his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court  
makes Default of Appearance here & wherefore it is considered by the Court  
that the said Nathan do recover against the said Barnabas Seventeen pounds  
thirteen shillings & six pence of lawful Money Damages & Costs of Suit taxed  
at £ 2<sup>l</sup> 6<sup>s</sup> 2<sup>d</sup> & thereof Exon<sup>d</sup> Nov. 2<sup>d</sup> 1790

Watson vs  
Robinson  
1790 Mar 19

Jacob Watson of the City County & State of New York Merchant Plaintiff  
Dan Robinson of Granville in the County of Hampshire Gent<sup>l</sup> Def<sup>t</sup> in a  
Plea as is of Record here to fore The Plea appears by John Hooker Esq<sup>r</sup>  
his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court  
makes Default of Appearance here & wherefore it is considered by the Court  
that the said Jacob do recover against the said Dan Three hundred ninety four  
pounds five shillings & four pence lawful Money Damages & Costs of Suit  
taxed at £ 3<sup>l</sup> 8<sup>s</sup> 4<sup>d</sup> & thereof Exon<sup>d</sup> Sept. 14. 1790

Clauder vs  
Adams  
1790 Mar 20

Nathaniel Clauder Gent<sup>l</sup> & Lydia Clauder W<sup>id</sup> both of Litchfield  
in the County of Worcester & Clark Clauder of Worcester in the same County  
Gent<sup>l</sup> Administrators on the Estate of John Clauder Esq<sup>r</sup> late of Litchfield  
deceased Def<sup>t</sup> as David Ayres of Guilford in the County of Windham and  
State of Vermont Yeoman Def<sup>t</sup> in a Plea as is of Record here to fore  
The Plea appears by John Barret Gent<sup>l</sup> their Att<sup>y</sup> & the Def<sup>t</sup> the three Times  
publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the said Nathaniel Lydia & Clark  
do recover against the said David Ten pounds seven shillings & nine pence  
of lawful Money Damages & Costs of Suit taxed at £ 10<sup>s</sup> 0<sup>d</sup> & thereof  
Exon<sup>d</sup> Sept. 18. 1790



Nathaniel Chandler Gent & Lydia Chandler Widow both of Petersham  
in the County of Worcester a Clerk Chandler of Worcester in the same County  
by Gent? Administ.utors on the Estate of John Chandler of Worcester Adm? is  
Ex<sup>or</sup> demand Plffs vs. Solomon David & Mary of Guilford in the County of Essex  
of Windham & State of Vermont Yeoman Deft in a Plea as is  
of Record hitherto - The Plffs appear by John Barrell Gent? their  
Att. and the Deft the three Times publicly called to come into Court  
makes Default of appearance here - Wherefore it is considered  
by the Court that Nathaniel Lydia & Clerk do recover against said  
Solomon Six pounds Six Shillings & seven pence of Lawful Money  
Damages & Costs of Suit taxed at £1-10-0 & there of do  
Execution Sept. 18. 1790

William Smith of Walbourn in the County of Middlesex Esq. Plff vs.  
Isaac Gibbs Esq. late an husband in the County of Middlesex Yeoman & absent  
& absconding Debtor & Isaac Hammond of the same in the County of Cheshire  
& State of New Hampshire Gent? & David Prout of Albion in the County of  
Essex Husbandman Agents & Trustees of said Isaac Deft in a Plea  
as is of Record hitherto - The Plff appears by his Att. a Plea and  
it is considered by the Court that this Case be continued to the third  
Tuesday of January next

Richard Hammon of Belchertown in the County of Hampshire Widow  
Plff vs. Elijah Durgin of Belchertown a former Esq. & Deputy Sheriff Deft  
in a Plea as is of Record hitherto - The Parties appear & agree to  
refer this Case to the Judgments & Determination of Samuel Thibault Esq.  
Noah Goodman Esq. & M. Robert Field - The Award of them or any two  
of them to be final to be returned into this Court Judgments to be made  
up & Execution paid accordingly - Whereupon it is considered by the Court  
that the agreement aforesaid of the said Parties be the Rule of this Court  
in this Case & that they have Day here in Court until the third Tuesday  
of January next

Daniel Cooley of Amherst in the County of Hampshire Gent? & Mary  
his wife who is Adm<sup>or</sup> on the Estate of Moses Dickinson late of said  
Amherst deceased Plffs vs. Elizabeth Dickinson Gent? Heiress thereof  
Widow both of Deerfield in the County of Conn<sup>t</sup> on the Estate of George Sher. Adm<sup>or</sup>  
both late of said Deerfield deceased Defts in a Plea as is of Record  
hitherto - The Plffs being three Times called to come into Court and  
the Deft defaulted & the Action is dismissed

Jonathan Warner of Hadley in the County of Hampshire Plff vs. David  
Warner of Amherst in the same County Yeoman Administration on the Estate of  
Aaron Warner of Amherst deceased Deft in a Plea as is of Record  
hitherto - The Parties appear and agree to a continuance of this Case  
under the Rule hitherto entered into, and it is considered by the Court  
that they have Day here in Court until the third Tuesday of January  
next

Jonathan Warner & Noah Warner both of Hadley in the County of Hampshire  
Shire Shopkeepers Plffs vs. Mary Warner of Amherst in the same County  
Widow Adm<sup>or</sup> on the Estate of Moses Warner late of Hadley deceased Deft  
in a Plea as is of Record hitherto - The Parties appear & it is con-  
sidered by the Court that they have Day here in Court until the third  
Tuesday of January next



- Riddle vs White Ex 1790 Mar 31. Thomas Riddle of Abington in the County of Hampshire Millwright Plaintiff vs. Southampton in the County of Hants & State of New Hampshire Gaunter of the last Will & Testament of William White late of Boston in the County of Suffolk Esq<sup>r</sup> deced and Deft in a Plea & as is of Record hitherto - The Parties appear & agree to a continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next
- Goldthwaite vs Ashley 1790 Mar 38. John Goldthwaite of Westfield in the County of Hampshire Labourer Plaintiff vs. William Ashley of Westfield aforesaid husband of Deft in a Plea & as is of Record hitherto - The Plaintiff being three Times publicly called to come into Court is Nonsumit the Deft defaulted & the Action is dismissed
- Bates vs Parsons 1790 Mar 40. Nathaniel Bates of Granville in the County of Hampshire Gent<sup>l</sup> Plaintiff vs. Israel Parsons of the same Granville Yeoman Deft in a Plea & as is of Record hitherto - The Plaintiff being three Times publicly called is Nonsumit the Deft defaulted & the Action is dismissed
- Rich vs Moore 1790 Mar 42. Nathaniel Rich of Shoredam in the County of Middlesex & State of Vermont Gent<sup>l</sup> Plaintiff vs. John Moore of Warwick in the County of Hampshire Husband<sup>n</sup> Deft in a Plea & as is of Record hitherto - The Plaintiff being three Times called to come into Court is Nonsumit the Deft defaulted & the Action is dismissed
- Waley vs Allen 1790 Mar 46. James Waley of Northampton in the County of Hampshire Trader Plaintiff vs. Elijah Allen of the same Northampton Gent<sup>l</sup> Deft in a Plea & as is of Record hitherto - The Parties appear and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next
- Hodge vs Stevens 1790 Mar 47. George Hodge of Hadley in the County of Hampshire Taylor Plaintiff vs. William Stevens of Coltrane in the same County Esq<sup>r</sup> Deft in a Plea & as is of Record hitherto - The Plaintiff being three Times called to come into Court is Nonsumit the Deft defaulted & the Action is dismissed
- Shank vs Ex<sup>r</sup> 1790 Mar 49. Ebenezer Shank of Northampton in the County of Hampshire Esq<sup>r</sup> Ex<sup>r</sup> of the last Will & of Ebenezer Shank late of Northampton Gent<sup>l</sup> Demand Plaintiff vs. Stephen Shellogg late of Melburne in the County aforesaid Yeoman an absent & absconding Debtor & Charles Hanson of Melburne Gent<sup>l</sup> & Trustee of S<sup>t</sup> Stephen Deft in a Plea & as is of Record hitherto - The Plaintiff appears & it is considered by the Court that the Parties have Day here in Court untill the third Tuesday of January next
- J Morgan vs Jeph Morgan 1790 Mar 50. John Morgan of West Springfield in the County of Hampshire Gent<sup>l</sup> Plaintiff vs. Jeph Morgan of the same West Springfield Yeoman Deft in a Plea & as is of Record hitherto - The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next
- Parsons vs Dickinson 1790 Mar 52. Isaac Parsons of Hatfield in the County of Hampshire Carpenter Plaintiff vs. Augustus Dickinson of Boston in the same County Yeoman Deft in a Plea & as is of Record hitherto - The Plaintiff appears by Samuel Danichy Esq<sup>r</sup> his Att<sup>y</sup> & prays for Judgment - And it is considered by the Court that the said Isaac do recover against the said Augustus seven shillings pence sixpence fillings of lawful money Damages & Costs of Suit taxed at £2.9.0 & there of &c Ex<sup>r</sup> of September 17. 1790
- Edwards vs Pomeroy 1790 Mar 54. Benjamin Edwards of Northampton in the County of Hampshire Yeoman Plaintiff vs. Gideon Pomeroy of Southampton in the same County Yeoman Deft in a Plea & as is of Record hitherto - The Parties appear - And it is considered by the Court that they have Day here in Court untill the third Tuesday of January next



Asarah Clap of Northampton in the County of Hampshire Yeoman <sup>204</sup> Clap v  
Zephaniah Alvord Timothy Alvord Phineas Alvord & Sarah Alvord all of  
Northampton in the same County Yeoman Debt in a Plea de as is of  
Record heretofore - The Parties appear, and it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January  
next 1790 Mar 56

Asahell Wells Junr of the City & County of Starford & State of Connecticut Wells v  
Traden Wp v. Elijah Allen of Northampton in the County of Hampshire Allen  
Gent<sup>r</sup> Debt in a Plea de as is of Record heretofore - The Parties appear  
it is considered by the Court that they have Day here in Court untill  
the third Tuesday of January next 1790 Mar 59

Jesse Thayer of Rutbury in the County of Hampshire Yeoman Wp v. Thayer v  
~~John Thayer~~ <sup>3899</sup> ~~John Thayer~~ in the same County Yeoman Debt in a Plea de as is of  
Record heretofore - The Parties appear & it is considered by  
the Court that they have Day here in Court untill the third Tuesday of  
January next 1790 Mar 60

Hugh McEllan Gent<sup>r</sup> David Wilson Gent<sup>r</sup> & Jonathan M Lee Gent<sup>r</sup> all of McEllan &  
Colrain in the County of Hampshire Wp v. Ebenezer Potwood of Dunstable  
in the County apleased Gent<sup>r</sup> Debt in a Plea de as is of Record heretofore  
The Parties appear & it is considered by the Court that they have Day  
here in Court untill the third Tuesday of January next 1790 Mar 67

Joseph Miller of Ludlow in the County of Hampshire Gent<sup>r</sup> Wp v. Miller v.  
Burbanks of Granville in the same County Gent<sup>r</sup> & Abraham Burbanks of  
West Springfield in the same County Esq<sup>r</sup> Debt in a Plea de as is of  
Record heretofore - The Wp being three Times called to come into Court is  
nonsum<sup>r</sup> the Debt defaulted & the Action is dismissed 1790 Mar 75

Mark Pickard of Boston in the County of Suffolk Merchant Wp v. Enoch Pickard  
Shepard of Chester in the County of Hampshire Gent<sup>r</sup> Debt in a Plea de as is  
of Record heretofore - The Wp appears by John Hooker Esq<sup>r</sup> his Att<sup>r</sup> and  
the Debt has three Times publicly called to come into Court makes Default of  
Appearance here - Wherefore it is considered by the Court that said  
Mark do recover against the said Enoch Judgment for his Possession  
of the Lands demanded unless the said Enoch shall in two months pay  
the said Mark  
and Costs of Suit taxed at £4. 3. 11 - Writ of Possession Nov<sup>r</sup> 21. 1790

Joseph Clarke of Northampton in the County of Hampshire Gent<sup>r</sup> Phineas  
Lymour of Hadley in the same County Gent<sup>r</sup> & Elizabeth his Wife Wp v. Clarke &  
Silvanus Bales of Colrain in the same County Yeoman Debt in  
a Plea de as is of Record heretofore - The Parties appear & on the Mo  
tion of the Debt it is considered by the Court that they have Day here  
in Court untill the third Tuesday of January next 1790 Mar 84

Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> Stoddard Adm<sup>r</sup>  
Adm<sup>r</sup> on the Estate of Prudence Stoddard late of Northampton Thompson v  
de<sup>r</sup> Wp v. James Thompson of Pelham in the same County Esq<sup>r</sup> 1790 Mar 86  
Ex<sup>r</sup> of the last Will & Testament of James Thompson late of Pelham  
deceased Debt in a Plea de as is of Record heretofore - The Wp  
being called is nonsum<sup>r</sup> the Debt defaulted & the Action is dismissed

William Morton of Hatfield in the County of Hampshire Yeoman Wp v. Morton v  
Jera Phillips of Chesterfield in the same County Yeoman Debt in  
a Plea de as is of Record heretofore - The Parties appear & it is con  
sidered by the Court that they have Day here in Court untill the  
third Tuesday of January next 1790 Mar 88



Palmer as  
Spon  
1790 Mar 92  
Jones Palmer of Hopkinton in the County of Washington & State of Rhode Island Plaintiff vs Nathan Ligon of Wilbraham in the County of Hampshire German Debt in a Plea de as is of Record hitherto The Parties appear & on the Motion of the Debt it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Allis as  
Plaintiff  
1790 Mar 94  
Ebenzer Allis of Shelburne in the County of Hampshire German Debt vs  
Hazel Tanton of the same Shelburne German Debt in a Plea de as is of Record hitherto The Plaintiff appears by Peter Bliss Esq his Att<sup>y</sup> & the Debt tho' three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that said Ebenzer do recover against said Hazel Tanton pounds fifteen shillings & eight pence Law<sup>d</sup> Money Damages & Costs of Suit taxed at £2.14.3d thereof &c  
Exon of Sep<sup>r</sup> 14. 1790.

Burk as  
Hale  
1790 Mar 101  
Jonathan Burk of Long Meadow in the County of Hampshire German Debt vs Jonathan Hale of the same Long Meadow German Debt in a Plea de as is of Record hitherto The Parties appear & the Plaintiff hitherto chosen in this Case by them now send into Court their Award as follows  
We the Subscribers do adjudge & award that the said Jonathan Burk shall have recover of the said Jonathan Hale the sum of sixty six pounds Lawful Money Debt or Damages & the sum of two pounds fourteen shillings Cost of Appearance & also the Costs of Court to be by them taxed & allowed &c Whereupon Samuel Lyman Noah Warner & which said Award is awarded — and it is thereupon considered by the Court that said Burk do recover against said Hale sixty six pounds Lawful money Damages & Costs of Suit &c taxed at £4.15.3d thereof &c  
Ex<sup>on</sup> of Sep<sup>r</sup> 14. 1790.

Tillobson as  
Tillobson  
1790 Mar 103  
Jonathan Tillobson of Granville in the County of Hampshire German Debt vs Abel Tillobson of the same Granville Debt in a Plea de as is of Record hitherto The Plaintiff appears & prays Judgment — and it is considered by the Court that said Jonathan do recover against said Abel One hundred & eleven pounds fifteen shillings & eight pence Lawful Money Damages & Costs of Suit taxed at £2.10.1d thereof &c  
Exon of Sep<sup>r</sup> 14. 1790.

Progers as  
Progers  
1790 Mar 106  
John Procter of Wendell in the County of Hampshire Debt vs Isaac Progers of Barn in the County of Worcester Blacksmith Debt in a Plea de as is of Record hitherto The Plaintiff being three Times publicly called in & answer to the Debt defaulted & the Action is dismissed

Chenoweth as  
Gray & Adm<sup>t</sup>  
1790 Mar 112

Sprague as  
Taylor  
1790 Mar 116  
Ebenzer Sprague late of Jordan in the County of Hampshire Gent<sup>l</sup> vs Daniel Taylor of Charlemont in the same County Gent<sup>l</sup> Debt in a Plea de as is of Record hitherto The Plaintiff appears & the Debt tho' three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Ebenzer do recover against said Daniel Thirty pounds four shillings & six pence Lawful Money Damages & Costs of Suit taxed at £2.12.5d thereof &c  
Exon of Sep<sup>r</sup> 27. 1790.

Croft as  
Wark  
1790 Mar 117  
Aaron Croft of Ashfield in the County of Hampshire German Debt vs Elijah Wark of the same Ashfield German Debt in a Plea de as is of Record hitherto The Plaintiff being three Times publicly called in & answer to the Debt defaulted & the Action is dismissed



For and Johnson of Woodstock in the County of Windham & State of Vermont  
bank Clerk Plff vs Asa White of Williamsburgh in the County of Hampshire  
Trader Debt in a Plea as is of Record hitherto The Parties appear & it is  
considered by the Court that they have Day here in Court untill the third Tuesday  
of January next 1790 Mar 120

Thomas Brattle of Cambridge in the County of Middlesex Esq Plff vs Enoch Seaward  
& Nathaniel Wakefield both of Granville in the County of Hampshire  
Debt in a Plea as is of Record hitherto The Parties appear by their Attys & agree  
to a continuance of this Case and it is considered by the Court that they have  
Day here in Court untill the third Tuesday of January next 1790 Mar 128

James Hunt of Williamsburgh in the County of Hampshire vs Roman Appelt  
vs John Chester Williams of Stadler in the same County Esq Appeller as is  
of Record hitherto The said Parties appear & agree to refer this Case  
to the Judgment & Determination of Samuel Henshaw Esq Benjamin Hunt  
Esq & Capt Oliver Smith the Award of them or any two of them to be  
final to be returned into Court Judgment to be made upon & given  
accordingly and it is considered by the Court that the  
Agreement aforesaid of the Parties be the Rule of this Court in this  
Case & that they have Day here in Court untill the third Tuesday of  
January next 1790 Mar 131

Jonathan Dwight of Springfield in the County of Hampshire Mar Dwight  
bank Plff vs John Shinkley of Guilford in the County of Wind  
ham & State of Vermont Trader Debt in a Plea as is of Record Shinkley  
hitherto The Plff appears & the Debt the three Times publicly  
called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the s<sup>d</sup> Jonathan do  
recover against the s<sup>d</sup> John one hundred & seventy five pounds  
lawful Money Damages & Costs of Suit taxed at £ 2. 12. 32 Penns<sup>d</sup>  
Essex Sep 25. 1790

James Byers & William Smith Merch<sup>ts</sup> & Thomas Dwight Gent<sup>l</sup> all Pyperide  
of Springfield in the County of Hampshire & Jacob Dwight of Stock  
bridge in the County of Berkshire Gent<sup>l</sup> Plff vs John Shinkley  
of Guilford in the County of Windham & State of Vermont  
Trader Debt in a Plea as is of Record hitherto The Plff  
now appear & pray Judgment And it is considered by the  
Court that the said Plff do recover against the s<sup>d</sup> John Eighty  
eight pounds eighteen shillings & six pence lawful Money Dam  
ges & Costs of Suit taxed at £ 2. 17. 6 Penns<sup>d</sup>  
Essex Sep 29. 1790

Daniel Lombard of Springfield in the County of Hampshire  
Trader Plff vs John Shinkley of Guilford in the County of  
Windham & State of Vermont Trader Debt in a Plea as is of  
Record hitherto The Plff being three Times called is  
non suit the Debt defaulted & the Action is dismissed Lombard  
Shinkley  
1790 Mar 134

Samuel Allen of Boston in the County of Suffolk Esq Plff vs  
Plff vs William Stevens of Coltraine in the County of Hampshire  
Esq Debt in a Plea as is of Record hitherto The Parties  
appear & it is considered by the Court that they have Day  
here in Court untill the third Tuesday of January next  
Allen vs Stevens  
1790 Mar 135

Jonathan Allen of Bernardston in the County of Hampshire Allen vs  
vs Roman Plff vs Selah Chapin of Leyden in the same County Chapin  
vs Roman Debt in a Plea as is of Record hitherto The Plff ap  
pear by Wm Coleman Esq his Att<sup>y</sup> & the Debt by Samuel Shinkley Esq his  
Att<sup>y</sup> comes & defends as and saith that the said Jonathan ought not  
1790 Mar 136







No Papers were ever produced in this Case

Smith & al  
app<sup>t</sup> 21  
Wallis  
1790 Mar 148

Joshua Abbot of Westfield in the County of Hampshire Trader Plff<sup>r</sup> vs Averler  
Jonathan Elliotson of Granville in the same County Freeman Deft in a  
Plea de as is of Record hitherto. The Plff being now the Times called 1790 Mar 158  
to come into Court is Mourned the Deft defaulted & the Action is discon  
tinued

David Field of Deerfield in the County of Hampshire Esq<sup>r</sup> Sam<sup>l</sup> Field of s<sup>d</sup> Field & al 17  
Deerfield Esq<sup>r</sup> Oliver Field & David Field Esq<sup>r</sup> both of Conway in the County of Phillips  
ty & James Esq<sup>r</sup> & Oliver Field of Windsor in the County of Windsor 1790 Mar 155  
& State of Vermont Freeman Plffs vs Williams Phillips of Boston in  
the County of Suffolk Esq<sup>r</sup> Deft in a Plea de as is of Record hitherto  
The Plffs appear by Simon Strong Esq<sup>r</sup> their Att<sup>n</sup> and the Deft by Caleb  
Strong Esq<sup>r</sup> his Att<sup>n</sup> comes & defends the Force & Injury wherein & says that  
he is not guilty in Manner & Form as the Plffs have alleged &  
thereof, puts himself on the Country & and the Plffs likewise do the  
same. A Jury at the Time returned, impeached & sworn as the  
law directs to try the Issue declare upon their Oath that they find  
the Deft is not guilty. And thereupon it is considered by the  
Court that the said Williams do recover against the Plffs a forward  
his Costs in expending their Suit taxed at £5.5.4

Whereupon the Plffs aforesaid by Samuel Field one of them in his  
own behalf & as Att<sup>n</sup> for the said David Oliver & David Sam<sup>l</sup> appeals  
from the judgment of the Court to the Supreme Judicial Court to be held  
at Springfield in & for the County of Hampshire on the fourth Tuesday  
of September current, and he recognises with sureties as the law  
directs for their prosecuting their said Appeal with Effect as by s<sup>d</sup>  
Recognizance on File does appear

Prince Freeman of Springfield in the County of Hampshire Plff vs Freeman  
man Plff vs Thomas Plff of the same Springfield Freeman s<sup>d</sup> Thing Plff & al  
of Palmer in the same County Freeman & Joshua Eddy of Wilbraham in 1790 Mar 158  
the same County Freeman Defts in a Plea de as is of Record at the last  
Term. The Parties appear & agree to refer the Case to the Judgment of  
Salem Town Esq<sup>r</sup> William Shepard Esq<sup>r</sup> & Abel Goodell Esq<sup>r</sup> the two of  
them or any two of them to be final to be returned into the Court  
within to be made up & Execution issued accordingly. Whereupon it is  
considered by the Court that the Agreement aforesaid of the Parties  
be the Rule of the Court in this Case & that they have Day here in Court  
untill the third Tuesday of January next

James Ivers of Boston in the County of Suffolk Sugar Boiler Plff vs Ivers 17  
Daniel Hoar of Houson in the County of Hampshire Freeman Deft in a Hoar  
Plea de as is of Record hitherto. The Parties appear & agree that the Case  
be continued to the next Term. And it is considered by the Court that  
they have Day here in Court untill the third Tuesday of January next

Philip White of in the County of Rockingham & State of New- White 17  
Hampshire Plff vs James Bacon of Springfield in the County of Hampshire Bacon & al  
Cooper & Thomas Redd of Houson in the County of Hampshire Millwright 1790 Mar 162  
Defts in a Plea de as is recorded the last Term. The Parties appear & agree  
to a further continuance. And it is considered by the Court that they have  
Day here in Court untill the third Tuesday of January next



Merick  
Baion  
1790 Mar 164 Samuel Task Merick of Wilbraham in the County of Hampshire Person Plaintiff  
James Bacon of Bromfield in the County of Bedford Defendant in a Plea as is  
of Record hitherto - The Plaintiff appears & the Defendant the three times publicly called to  
come into Court makes Default of Appearance here - Wherefore it is con-  
sidered by the Court that Samuel do recover against James Twenty eight  
pounds fifteen shillings of Lawful Money Damages & Costs of Suit taxed at  
£2.10.11 & thereof do  
Exon. p. Sep. 14. 1790 -

McChure  
Worcester  
1790 Mar 165 David McChure of Stafford in the County of Tolland & State of Connecticut  
Physician Plaintiff vs Daniel Worcester of South Bromfield in the County of Hants  
Three Gent. Defendant in a Plea as is of Record hitherto - The Parties appear  
& agree to a continuance of this Case - And it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January next

Strids in  
County  
1790 Mar 168 Joseph Strids of Guernsey in the County of Hampshire Gent. Plaintiff vs John Con-  
ney of Pelham in the same County Gent. Defendant in a Plea as is of Record here  
before - The Plaintiff appears by Simon Strong Esq. & the Defendant also appears & moves  
that this Case may be dismissed for Want of a sufficient Indemnity to the Plaintiff  
and it is considered by the Court that the Case be accordingly dismissed -

Davenport  
Hawood  
1790 Mar 171 Benjamin Davenport of Hadley in the County of Hampshire Gent. Plaintiff  
Marcel Hawood of Windsor in the County of Berkshire Person Defendant  
in a Plea as is of Record hitherto - The Plaintiff appears & the Defendant being  
three times publicly called to come into Court makes Default of Appearance  
here - Wherefore it is considered by the Court that Benjamin do recover against  
said Marcel Fifty three pounds sixteen shillings & five pence of Lawful  
Money Damages & Costs of Suit taxed at £2.15.5 & thereof do  
Exon. p. Sep. 15. 1790 -

Bagg vs  
Todd  
1790 Mar 176 Moses Bagg of Westfield in the County of Hampshire Person Plaintiff vs  
David Todd of Luffield in the County of Stafford & State of Connecticut  
Trader Defendant in a Plea as is of Record hitherto - The Plaintiff being three  
times called to come into Court is non-suit the Defendant defaulted at the Action  
is dismissed

Bagg vs  
Merick Adam  
1790 Mar 176 Moses Bagg of Westfield in the County of Hampshire Person Plaintiff vs  
Samuel Task Merick of Wilbraham in the same County Physician Adm<sup>r</sup>  
on the Estate of Life Warner late of the same Wilbraham deceased Defendant in a  
Plea as is of Record at the last Term - The Parties appear & it is con-  
sidered by the Court that they have Day here in Court untill the third  
Tuesday of January next

Read vs  
Thrall  
1790 Mar 177 Martin Read of Cranby in the County of Hartford & State of Connect-  
icut Plaintiff vs Samuel Thrall of Granville in the County of Ham-  
pshire Gent. Defendant in a Plea as is of Record hitherto -  
The Parties appear - And the Jurors hitherto by them chosen now sworn into  
Court their Award as follows - Granville Aug. 26 1790 This Day the  
jury met & after hearing &c. do judge & award that there is due to  
Martin Read the Sum of Eleven pounds nine shillings & four pence  
lawful Money Debt & two pounds twelve shillings & two pence for Costs  
arisen on said Suit which said Sums being fourteen pounds eleven  
shillings & six pence lawful Money we do award that Samuel do re-  
cover of Samuel Thrall - Sum Damages & Costs of Suit being fourteen pounds eleven  
shillings & six pence lawful Money & four pence Lawful Money Damages  
& Costs of Suit &c. taxed at £4.18.9 & thereof do Exon. p. Nov. 9 1790



Robert Starkweather of Cheshirefield in the County of Hampshire Plaintiff  
Plff v. Thomas Clements of Wotton in the County aforesaid Defendant  
Deft in a Plea of Trespass on the Case as is at large set forth in the  
Declaration on file &c. The Plea being now three Times publicly cal  
ed is Nonquitt the Deft is defaulted & the Verdict is dismissed N<sup>o</sup> 1

Silas Wright of Amhurst in the County of Hampshire Plaintiff  
Wright of Hadley in the same County Defendant in which Case the App<sup>t</sup> is  
said Silas was Plff & Paul Defend<sup>t</sup> in a Plea of Trespass for that s<sup>d</sup> Wright  
Paul on the fifth day of August last unlawfully & without any justifica  
the Cause took thirteen Shocks of Hay of the s<sup>d</sup> Silas at a Place called David  
Stockbridges Farm in said Hadley & them unlawfully detained until  
this day to the Damage of said Silas Three pounds. The said Parties  
appear and agree to refer this Case to Coroner Plache Proctor Eleazar Shanks  
Esq<sup>r</sup> & McDaniel Billings, the Award of them or any two of them to be fu  
nal to be returned into this Court & Judgment to be made up & Exe<sup>c</sup>  
spaid accordingly, and hereupon it is considered by the Court that  
the Award of aforesaid of the said Parties be the Rule of this Court  
in this Case & that they have Day here in Court until the third  
Tuesday of January next

Abigail Scott of Palmer in the County of Hampshire Widow Executrix of the  
last Will & Testaments of William Scott late of s<sup>d</sup> Palmer deceased & in s<sup>d</sup> Capacity  
Plff v. Joseph Munger of Ludlow in the County of Hampshire Defendant  
in a Plea of Trespass on the Case for that s<sup>d</sup> Munger (one Benjamin Bishop) at said  
Palmer on the eleventh day of March in the Year of our Lord one thousand seven  
hundred & fifty four by their Note for Value received jointly & severally prom  
ised the said William then alive by the Name of William Scott Jun<sup>r</sup> to pay  
him in his Order Eighty pounds fourteen shillings & two pence lawful money on  
or before the fifth day of April next after the Date of said Note Yet the  
said Munger & Bishop or either of them the requested have never paid the  
same to s<sup>d</sup> William in his Life Time nor to said Abigail since the Death  
of the said William but they led it to the Damage of s<sup>d</sup> Abigail in her  
s<sup>d</sup> Capacity Forty pounds. This Case was commenced before Joseph  
Barnes Esq<sup>r</sup> Just<sup>ice</sup> of the Peace and is now brought up to this Court as the Statute  
in such Case made provides. The Plea appears by Abner Morgan  
Esq<sup>r</sup> for Att<sup>y</sup> & the Deft by Simon Strong Esq<sup>r</sup> for Att<sup>y</sup> & they agree to  
abandonment of this Case to the next Term & and it is considered by  
the Court that they have Day here in Court until the third Tuesday of  
January next

Nehemiah Strong late of Newbury in the County of Hampshire now resident  
in Newtown in the County of Fairfield & State of Connecticut Esq<sup>r</sup> Plff v. William  
John Sloan late of Greenwich in the County of Hampshire Defendant  
about & absconding Debtor & Eleazar Childs of the same Greenwich the Agents  
Factor & Trustee of s<sup>d</sup> Sloan Deft in a Plea that the said Sloan owes to the  
said Nehemiah seventy one pounds four shillings & six pence in  
lawful money which to him he owes & from him unjustly detained & whereon  
the said Nehemiah says that at a Court of Common Pleas holden at North  
ampton within & for said County of Hampshire on the last Tuesday of  
August in the Year of our Lord one thousand seven hundred & eighty five  
by the Consideration of the Justices of the same Court he recovered Judgment  
against the said Sloan for the sum of Sixty nine pounds twelve shillings  
& ten pence in lawful money Damages & one pound eleven shillings  
& eight pence in like money for his Costs of Suit which Judgment is now  
in



Force not unimpaired satisfied or repaid and altho the said Nehemiah hath since  
out Brown and alias & others Exors on the same judgment yett the same have all  
been returned wholly unsatisfied whereby Actions accrues to the said Nehemiah to re-  
mand & have of the said John the said Sum of Twenty one pounds four shillings and  
sixpence - But the said John the other requested has never paid the same or any part  
thereof but neglects it to the Damage of said Nehemiah one hundred pounds and  
said Nehemiah says that said John hath now absconded & withdrawn himself  
out of the Common wealth into parts unknown having concealed his Goods  
Effects Monies & Credits to the Value of One hundred pounds in the hands of  
Eleazar Childs his Att<sup>y</sup> against Tractor & Trustee with Intent to defraud the said  
Nehemiah & his other Creditors of their just Dues &c

The Pl<sup>ff</sup> appears by Isaac Strong Esq<sup>r</sup> his Att<sup>y</sup> & the said Eleazar Childs  
also comes here in his own Person, and being sworn to make true Answers to  
all such Questions as should be asked him touching this Case - The said  
Nehemiah by his Att<sup>y</sup> aforesaid puts the following Questions to him Viz

Had you in your hands on the twenty third day of August last any  
Goods Effects Monies or Credits of John Swan the absconding Debtor?

To which the s<sup>d</sup> Eleazar made the answer following Viz In last October  
I gave him a Note for the Value of Eighty pounds in I took to be paid  
within two Years from the Date with Interest which Note is now wholly  
unpaid, the Contents thereof being justly due to the said John Swan I  
believe said Note was date the twentieth day of said month - and  
thereupon it is considered by the Court that this Case be continued to the  
next Term the third Tuesday of January next

Sacked  
Bush  
No 5.

Isaiah Sacked of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
Bush of the same Westfield Esq<sup>r</sup> Defendant in a Plea of Turpam on the Case for  
that said Isaac at said Westfield on the last day of June last was justly  
indebted to s<sup>d</sup> Isaac in the Sum of Thirty seven pounds nine shillings  
in divers Articles of Accounts according to the Schedule annexed to the Bill  
and in consideration thereof promised s<sup>d</sup> Isaac to pay him the same or Demand  
and also for that s<sup>d</sup> Isaac on the day aforesaid at Westfield aforesaid  
was indebted to said Isaac in another Sum of Thirty seven pounds  
nine shillings for Rent & divers Articles of Accounts, he said Isaac  
then & there promised s<sup>d</sup> Isaac to pay him so much Money as he should  
owe to him for the same & said Isaac avers he reasonably depended to have  
from s<sup>d</sup> Isaac the Sum aforesaid - Yet said Isaac the requested has never  
paid the same but neglects it to the Damage of said Isaac, Fifty pounds

The Pl<sup>ff</sup> appears by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>ee</sup> by Joseph Lyman  
Gent<sup>l</sup> his Att<sup>y</sup> & they agree to a continuance of this Case to the next Term  
And it is considered by the Court that they have Day here in Court  
until the third Tuesday of January next

Harrison Phineas Harrison of Belkinstown in the County of Hampshire Esq<sup>r</sup> Pl<sup>ff</sup>  
vs Elisha Porter of Hadley in the same County Esq<sup>r</sup> Deft<sup>ee</sup> in a Plea of the same  
County Deft<sup>ee</sup> in a Plea of the Case for that s<sup>d</sup> Elisha at s<sup>d</sup> Northampton on  
the thirtieth day of January last past by his Note for Value received promised  
said Phineas to pay him Fourteen pounds three shillings & one penny  
halfpenny in lawful money on Demand with lawful Interest, for the  
same all paid in can Col<sup>l</sup> Elijah Doughty of Belkinstown would not pay the  
same on Demand - and said Phineas says that s<sup>d</sup> Doughty then on the  
same Day & Year he showed said Note to s<sup>d</sup> Elijah & demanded & argued him  
to pay the Contents thereof & s<sup>d</sup> Doughty would not pay the same but refused  
to do & moreover said Phineas saith he gave Instant Notice to s<sup>d</sup> Elisha  
yet s<sup>d</sup> Elisha the requested has never paid the same but neglects it to the Damage  
of said Phineas Twenty pounds - The Parties appear and it is considered by  
the Court that they have Day here in Court until the third Tuesday of January next



Mark Moore of Warwick in the County of Hampshire Gent<sup>l</sup> Appell<sup>t</sup> in the Case of  
 Principals in the County of Hampshire Clothier App<sup>t</sup> from the Judgment of Mr. Justice  
 Trenchard Esq<sup>r</sup> Just<sup>l</sup> in which Case I<sup>st</sup> was App<sup>t</sup> & Mark Deft<sup>r</sup> Moore App<sup>t</sup>  
 in a Plea of the Case that I<sup>st</sup> Moore on the Day of the Purchase of the Cloth  
 was justly indebted to the Deft<sup>r</sup> one pound one shilling eleven pence  
 & 1/2 according to the account annexed to the Deft<sup>r</sup> then & there in  
 consideration thereof promised the Deft<sup>r</sup> to pay him the same sum over  
 Demand Yet I<sup>st</sup> Moore the requested has never paid the same but neglects  
 it to the Damage of said Gates & his p<sup>r</sup>soners

N<sup>o</sup> 7

The Deft<sup>r</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & the Appellee by John  
 Burch Gent<sup>l</sup> his Att<sup>y</sup> & they agree to a continuance of this Case to the  
 next Term - and it is considered by the Court that they have Day  
 here in Court until the third Tuesday of January next

Bela Crutt of Warwick in the County of Hampshire Yeoman App<sup>t</sup>  
 vs. Joseph & Mayo of the same Warwick Esq<sup>r</sup> Deft<sup>r</sup> in a Plea of Tres  
 pass on the Case as is at large set forth in the Declaration on File.

Crutt

The Deft<sup>r</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>r</sup> by John  
 Burch Gent<sup>l</sup> his Att<sup>y</sup> and they agree to a continuance of this  
 Case to the next Term & it is considered by the Court that they  
 have Day here in Court until the third Tuesday of January  
 next

N<sup>o</sup> 8

Moses Church of Springfield in the County of Hampshire Farmer  
 vs. Nathaniel & Abner Gent<sup>l</sup> & Abner Woodworth Cordwainer  
 both of Long Meadow in S<sup>t</sup> County Deft<sup>r</sup> in a Plea of Trespass the  
 Case for that the said Nathaniel & Abner at said Springfield  
 on the first day of June in the Year of our Lord seventeen hundred  
 & eighty five together with one Festus Colter then alive & since  
 deceased were justly indebted to said Moses in the full sum  
 of twenty three pounds lawful money for so much money of  
 the Deft<sup>r</sup> at their Request to the use of the Deft<sup>r</sup> had received and  
 being so indebted they the said Nathaniel Abner & Festus then &  
 there assumed on themselves to the Deft<sup>r</sup> faithfully promised  
 to pay him the same sum whenever after they should thereto be re  
 quired - Yet the said Nathaniel Abner & Festus or either of them  
 in the life time of Festus or of Nathaniel & Abner since the  
 Death of the said Festus the often thereto requested have never paid  
 the Deft<sup>r</sup> the same or any part of it but I<sup>st</sup> Nathaniel & Abner  
 hitherto have & still unjustly neglect it to the Damage of said  
 Moses thirty pounds - The Deft<sup>r</sup> appears by Moses Esq<sup>r</sup> his  
 Esq<sup>r</sup> his Att<sup>y</sup> & the Deft<sup>r</sup> by Simon Strong Esq<sup>r</sup> their Att<sup>y</sup> & they  
 agree to a continuance of this Case to the next Term - and it is  
 considered by the Court that they have Day here in Court  
 until the third Tuesday of January next

Church  
vs  
Ely & al  
N<sup>o</sup> 9

John Stone of Chesterfield in the County of Hampshire Innkeeper  
 vs. Solomon Allen Esq<sup>r</sup> & Elijah Allen Gent<sup>l</sup> both of Northampton  
 in the same County Deft<sup>r</sup> in a Plea of Trespass the Case for that I<sup>st</sup> Allen  
 I<sup>st</sup> Allen at Chesterfield aforesaid on the third day of July last past was  
 possessed of one mare three years old of the Value of Twelve pounds &  
 one Colt three months old of the Value of four pounds & being so  
 possessed on the Day aforesaid at Chesterfield out of his Hands and  
 possession casually lost the same, which I<sup>st</sup> Allen & Colt afterwards  
 on the Day aforesaid at Chesterfield came to the hands & Poss<sup>n</sup>  
 of I<sup>st</sup> Solomon & Elijah by finding - Yet I<sup>st</sup> Solomon & Elijah know

Allen

N<sup>o</sup> 10



I'man & Colts to be the Property of I<sup>d</sup> and contrary to defend him in this Request have not delivered I'man & Colts to I<sup>d</sup> John but some converted to their own use to the Damage of I<sup>d</sup> John Twenty pounds — The Parties appear and agree to refer the Case with all Demands between them to the Judgment & Determination of Bay<sup>r</sup> Smith Lemuel Dickinson & Daniel Wright the second of them or any two of them to be sworn to be returned into this Court Judgment to be made up & Execution issued accordingly — And it is considered by the Court that the Agreements of the said Parties be the Rule of this Court and that they have Day here in Court until the third Tuesday of January next

Subbert  
Smith  
N<sup>o</sup> 11  
Samuel Subbert of Sharon in the County of Whitefield & State of Connecticut Gent<sup>l</sup> Plaintiff & Samuel Smith of West Springfield in the County of Hampshire & same Freeman Deft in a Plea wherein I Samuel Demand against I<sup>d</sup> Smith & Daniel of hands hereafter mentioned & described with the Appurtenances lying in West Springfield aforesaid which the Plaintiff sues to have recovered herein & possession of by Virtue of an Execution in his favor against one Nathan M. Welch, bounded southerly on the great Road leading from Gen<sup>l</sup> Parker's Dwelling House in Westfield to Springfield in I<sup>d</sup> County easterly on Roger Cook's Land northerly & westerly on I Samuel Smith's Land containing three quarters of an Acre with old dwelling House & half a Barn standing thereon which I Samuel claims as his Right & into which I said Smith hath not but by Deceit by him unjustly and without Judgment committed within twenty years now last past and still deprives him & holds him out therefrom to the Damage of the said Subbert Fifty pounds — The Plea appears by Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> — And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

L Lyon  
S Lyon  
N<sup>o</sup> 12  
Lemuel Lyon of Goshen in the County of Hampshire Freeman Plaintiff, Silvanus Lyon of the same Goshen Freeman Deft in a Plea of Trespass the Case for that said Silvanus a Northampton aforesaid on the twenty third day of April in the Year of our Lord seven hundred & eighty one by his Note of hand of that Date for Value received promised I Lemuel to pay him or his Order the Sum of forty five pounds five shillings lawful Money on Demand with Interest till paid yet I Silvanus the often Pleas requested hath not paid the same but neglects it to the Damage of I Lemuel Sixty pounds — The Plea appears and it is considered by the Court that the said Parties have Day here in Court without Costs until the third Tuesday of January next

Shewell  
N<sup>o</sup> 13  
Joshua Shewell of Chesterfield in the County of Hampshire Gent<sup>l</sup> Plaintiff Aaron Sewell of the same Chesterfield an attorney & absconding Debtor & Ebenezer Putney of Goshen in the County aforesaid Freeman Agent & Trustee to I Aaron Deft in a Plea as is at large set forth in the Declaration on File &c The Plea appears by Samuel Shinkley Esq<sup>r</sup> his Att<sup>y</sup> & the said Ebenezer the Trustee aforesaid who were sworn here and being sworn declares upon his Oath that at the Time of the Service of the Writ he had no Goods Effects or Credits of the I Aaron Sewell in his hands or possession and thereupon it is considered by the Court that I Eben<sup>r</sup> do recover against the I Joshua his Costs taxed at eleven shillings & three pence — And after wards at the same Term the I Joshua being called is nonsuited the Deft defaulted & the Action is dismissed  
Upon the Ag<sup>t</sup> Costs paid Dec<sup>r</sup> 22 1790



Levi Shephard of Northampton in the County of Hampshire Gent<sup>r</sup> Plaintiff. Beasabel Wright late of Middlefield in the County aforesaid Physician an absconding Debtor  
 & Isaac Hemingway Brother of said Beasabel Wardwell Cordwainer & John Long Wright & Agents  
 of woman & Oliver Bates of same place all of Middlefield aforesaid Agents Tanton and  
 Trustees of said Beasabel Deft<sup>r</sup> in a Plea of Trespass on the Case for that said Beasabel  
 as said Northampton on the eleventh day of January in the year of our Lord  
 nineteen hundred eighty eight by his Note for Value and promised said  
 Levi to pay him or his Order Twenty eight pounds eight shillings & five pence  
 halfpenny on Demand with Interest & also for that said Beasabel as said  
 Northampton on the twenty third day of March current being justly indebted  
 to the Plff in another sum of Forty three shillings lawful Money for doing  
 Goods &c of him the said Levi to the said Wright at his August term before  
 that Time sold & delivered, in Consideration whereof said Wright faithfully  
 promised to pay the same on Demand & yet said Beasabel the requested hath  
 not paid unto the said Beasabel but neglects it & hath absconded  
 with the same & so conceals himself & so late that neither  
 can be found to be attached to the Damage of said Levi Forty pounds

N<sup>o</sup> 14.

The Plff appears by Samuel Stinchley Esq<sup>r</sup> his Att<sup>r</sup>. and the said Isaac  
 Eleathin John & Oliver the Agents & aforesaid being now personally there  
 being publicly called to come into Court under Default of Appearance  
 here & and it is considered by the Court that this Case be written  
 and to the next Term the third Tuesday of January next

William Wales of Williamsburgh in the County of Hampshire Esq<sup>r</sup>.  
 Defendant Appellant vs. Nathaniel Parker of Williamsburgh aforesaid  
 Blacksmith Appellee from the Judgment of E. Mattocks Esq<sup>r</sup> Justice  
 in which Case said Nathaniel was Plff & said William was Deft<sup>r</sup> in a  
 Plea of the Case for that the said William as said Williamsburgh on the third  
 day of November nineteen hundred eighty nine by his Note of that Date  
 then & there for Value received promised said Nathaniel to pay him Two pounds  
 lawful Money in good convenient Place at that Market price on or  
 before the first day of February then next ensuing with Interest from  
 the Date of Note till paid & and the Plff avers he was ready at Williams  
 burgh aforesaid on the first day of February and at every other Time  
 previous thereto to receive said Money & also for that said William on said  
 third day of November being indebted to the Plff in another sum of seven  
 ty shillings lawful Money for so much Money then before that Time had  
 received to & for the Use of the Plff promised to pay the same on Demand  
 yet altho requested the said William hath never performed either of his  
 said Promises but neglects to do it to the Damage of said Nathaniel Three  
 pounds & In which Case before the Justice the Deft<sup>r</sup> appeared in Debate  
 much to the Plff's Wrath & which said Plea with the Replication  
 Rejoinder &c appear from the said Justice Copy of the Record in his  
 Office on the Files of this Court & The said Parker now appears  
 and it is considered by the Court that they have Day here in Court  
 until the third Tuesday of January next

Wales App<sup>t</sup>  
 Parker App<sup>t</sup>  
 N<sup>o</sup> 15.

Benjamin Stow of Blandford in the County of Hampshire Clerk Plff vs.  
 the Inhabitants of the Town of Norwich in the County aforesaid Deft<sup>r</sup>  
 in a Plea of Trespass on the Case for that the said Inhabitants of the Town of  
 Norwich on the twenty sixth day of May last past at Blandford aforesaid  
 were justly indebted to said Benjamin in the sum of twenty pounds law  
 ful Money for the like sum of money by the said Inhabitants for the use  
 said Benjamin & to his Use then before that Time had received & being  
 so indebted in Consideration whereof the said Inhabitants afterwards  
 to wit the same twenty sixth day of May aforesaid at Blandford aforesaid

Stow vs  
 Inhabitants of  
 Norwich  
 N<sup>o</sup> 16.



undertook & to the said Ebenezer then & there partly fully promised the said Ebenezer to pay him the same sum of Twenty pounds lawful money on Demand and the 5<sup>th</sup> Ebenezer in part saith that afterwards to wit on the same twenty eighth day of May aforesaid he demanded the same sum of the said Inhabitants, to wit at Mr. Webb aforesaid & yet the said Inhabitants the other thereto requested have not nor hath either of them paid said sum or any part thereof to the said Ebenezer but neglects & refuses to do so to the Damage of said Ebenezer Twenty five pounds. The Plea appears by Samuel Stanbury Esq<sup>r</sup> his Att<sup>r</sup> to the Deft<sup>r</sup> by Caleb Strong Esq<sup>r</sup> their Att<sup>r</sup> & they agree to a Continuance of this Case to the next Term & and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Clark  
vs  
Wells  
No. 17

Ebenezer Clark of Easthampton in the County of Hampshire Husbandman Plaintiff vs. James Wells of Northampton in the County aforesaid Trader Deft<sup>r</sup> in a Plea of the Case for that S<sup>r</sup> James aforesaid Northampton on the 24<sup>th</sup> day of March last by his Note for Value received promised S<sup>r</sup> Ebenezer to pay him or Order four pounds & Money on Demand with Interest till paid yet S<sup>r</sup> James the other requested hath not paid said sum but neglects it to the Damage of said Ebenezer Five pounds & which Case was commenced before Ephraim Wright Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> and is now brot up to the Court as the Statute in such Case provided directs & and now the said Ebenezer appears by Samuel Stanbury Esq<sup>r</sup> his Att<sup>r</sup> & the said James by John Taylor Gent<sup>r</sup> his Att<sup>r</sup> and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Wells  
vs  
Wells  
No. 18.

Ashebell Wells Jun<sup>r</sup> of Hartford in the County of Hartford & State of Connecticut Trader Plaintiff vs. James Wells of Northampton in the County of Hampshire since Trader Deft<sup>r</sup> in a Plea of the Case for that S<sup>r</sup> James aforesaid Hartford to wit at Northampton aforesaid on the eighth day of August last past by his Note for Value received promised said Ashebell to deliver him or Order at his Soap works on or before the 15<sup>th</sup> day of October then next ensuing four hundred & fifty six lbs (meaning pounds weight) of good clean & merchantable Fried Tallow such on its Value if not delivered by that Time from Date & the Plea avers that he was always after the Time of making & Note ready at his Soap works to receive the said Tallow & that good & merchantable Fried Tallow at the Time of Payment was & was of the Value of six pounds lawful Money by the pound & yet S<sup>r</sup> James the other requested hath not delivered S<sup>r</sup> Tallow to S<sup>r</sup> Ashebell or any way contented him therefore but neglects it to the Damage of said Ashebell Fourteen pounds. Which Case was commenced before S<sup>r</sup> Wright Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> & is now brot up to the Court as the Statute in such Case made provides. The Plea appears by Samuel Stanbury Esq<sup>r</sup> his Att<sup>r</sup> and the Deft<sup>r</sup> by John Taylor Gent<sup>r</sup> his Att<sup>r</sup> and it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Tuffs  
vs  
Wells  
No. 19.

John Tuffs Jun<sup>r</sup> of Brookfield in the County of Worcester Plaintiff vs. Benjamin Wells late of Hartford in the County of Hampshire Gent<sup>r</sup> Deft<sup>r</sup> in a Plea of the Case for that S<sup>r</sup> Benjamin aforesaid Brookfield the 2<sup>d</sup> at Northampton aforesaid on the Ninth day of June A<sup>d</sup> 1785 by his Note for Value rec<sup>d</sup> promised S<sup>r</sup> John to pay him or Order fourteen pounds lawful Money in six months from the Date of said Note with Interest till paid & also for that S<sup>r</sup> Benjamin aforesaid Brookfield the 2<sup>d</sup> at Northampton aforesaid on the 12<sup>th</sup> day of June A<sup>d</sup> 1785 by his other Note for Value received promised one Nathaniel Cushing to pay him or Order fourteen pounds lawful Money in six months with Interest till paid & afterwards on the same Day & Year at Northampton aforesaid the contents of said Note not being paid by Indorsement thereon said Nathaniel ordered S<sup>r</sup> Nathaniel to pay the Contents of S<sup>r</sup> Note to S<sup>r</sup> John & as aforesaid S<sup>r</sup> John the other requested has not paid either said Note but neglects it to the Damage of said John Thirty five pounds. The Plea appears by Samuel Stanbury Esq<sup>r</sup> his Att<sup>r</sup> & the Deft<sup>r</sup> the Time I was publicly called to come into Court makes Default thereof



Therefore it is considered by the Court that said John do recover against & pay to the Plaintiff  
Twenty eight pounds six shillings & two pence of lawful Money Damages & Costs of  
such Writ as at & in Court & there of  
Exemplified Dec<sup>r</sup> 17. 1790. 210.

Moses Church of Springfield in the County of Hampshire Gent<sup>l</sup> v. Elisha Fox Church  
of Hadley in the County aforesaid Esq<sup>r</sup> Sheriff of the same County Deft<sup>r</sup> Porter Esq<sup>r</sup>  
in a Plea of Turbap on the Case for that Moses before the Justices of the Common Pleas  
holden at Northampton within & for the County of Hampshire on the last Tuesday of Aug<sup>r</sup> No 20  
last by the Consideration of the said Justices recovered Judgment against the  
Plaintiff & Sentence there both of Monies in said County the Sum of twenty seven  
pounds twelve shillings Damages & Costs of such Writ as at & in Court & there of  
thirty seven shillings & nine pence & afterwards to wit on the tenth day of September  
last past the said Moses sued out of the Clerks Office of the same Court a Writ of Exce<sup>n</sup>  
on the same Judgment directed to the Sheriff of said County or his Deputy  
returnable into the Clerks Office of the same Court in three months and  
afterwards on the twenty fourth day of September said Moses delivered the  
same Writ of Exce<sup>n</sup> to one John Morgan Esq<sup>r</sup> then & ever since Deputy Sheriff  
of the said County for whose Nonperformance & Default the said Elisha is  
by Law answerable to be by him & Morgan duly served executed & returned  
with his Deput<sup>y</sup> therein into the Clerks Office of the same Court & the said  
Morgan then & there received the same Writ of Exce<sup>n</sup> of the said Moses & then and  
there promised & Moses to execute the same & make Return thereof - never  
the less & Morgan not regarding his Office of Deputy Sheriff did not make Return  
of the said Writ into the Clerks Office of the said Court of Common Pleas on the  
Return day thereof nor on any other Day of the said Return nor at any time before or af  
ter the Return day of the same Writ but hath wholly neglected & made Default  
of returning the same in Breach of the Duty of his Office at the said Writ of  
Execution from the Time of the said Morgans Receipt of the same to the Return  
day thereof both above specified was in full Force & not discharged nor has  
the said Morgan or any other having the Return of the said Writ returned the  
said Writ of Execution whereby the said Moses has wholly lost the Benefit  
of the said Judgment to the Damage of said Moses Forty pounds -  
that it has been commenced before Ephraim Wright Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> &  
is now brought up to this Court as the Statute in such Case made provides -  
The Parties appear and it is considered by the Court that they have Day  
here in Court until the third Tuesday of January next -

Abner Smith of Chester in the County of Hampshire Gent<sup>l</sup> v. Elisha Fox Church  
of Hadley in said County Esq<sup>r</sup> & Sheriff of the same County Deft<sup>r</sup> Porter Esq<sup>r</sup>  
in a Plea of Turbap on the Case for that Abner before the Justices of the County No 21.  
of Common Pleas holden at Northampton within & for the County of Hamp  
shire on the last Tuesday of August last recovered against Elisha Fox Church  
and Merick Twenty three pounds six shillings & two pence Damages  
& Costs of such Writ as at & in Court & there of  
afterwards on the ninth day of September last the said Abner sued out of the Clerks  
Office of the same Court a Writ of Exce<sup>n</sup> on the same Judgment directed to  
the Sheriff of the same County or his Deputy returnable into the Office of  
the Clerk of the Court aforesaid in three months & afterwards on the twenty  
fourth day of September aforesaid Abner delivered the same Exce<sup>n</sup> to one  
John Morgan Esq<sup>r</sup> then & ever since a Deputy Sheriff of the said County for whose  
Nonperformance & Default the said Elisha is by Law answerable to be  
by him the said John served executed & returned with his Deput<sup>y</sup> therein into  
the Clerks Office of the same Court according to the Tenor thereof & John then  
& there received the same Execution of the said Abner & then & there promised & Abner to  
execute the same Writ & make Return thereof as aforesaid never the less & Abner  
not regarding his Office of Deputy Sheriff did not make Return of the said Writ  
into the Clerks Office of the said Court of Common Pleas on the Return Day thereof  
nor at any time before or after the Return day of the same Writ but  
hath wholly neglected & made Default of returning the same in Breach of  
the Duty of his Office to the Damage of the said Abner Forty pounds - The Parties  
appear and it is considered by the Court that they have Day here in Court  
until the third Tuesday of January next



Smith  
vs  
Hastings  
No 22.

Windsor Smith of Hadley in the County of Hampshire Yeoman Plaintiff  
vs  
Hastings of Hatfield in the County of Bedford a perjured Goldsmith Defendant in a Plea  
of Trespass on the Case for that s<sup>d</sup> Oliver at Hatfield a perjured on the ninth day  
of October last past by his Note for Value received promised the Plaintiff pay  
him the Sum of Thirteen pounds on Demand meaning to pay lawful  
Interest of s<sup>d</sup> Sum from the Time s<sup>d</sup> Windsor demanded the same  
but paid s<sup>d</sup> Windsor avers that on the first month's day of November last  
as Hatfield he demanded the Contents of s<sup>d</sup> Note of s<sup>d</sup> Oliver yet said  
Oliver has never paid the same but neglects it to the Damage of said  
Windsor Eighteen pounds & which Case was commenced before  
Ephraim Wright Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> and is now brot up to this Court as  
the Statute in such Case provided directs & The Plaintiff appears by  
Samuel Thirkley Esq<sup>r</sup> his Att<sup>r</sup> and the Def<sup>t</sup> the three Times publicly  
called to come into Court makes Default of Appearance here & therefore  
it is considered by the Court that s<sup>d</sup> Windsor do recover against the  
said Oliver the ten pounds thirteen shillings of lawful Money Damages  
& Costs of Suit taxed at £ 1 12 7 & thus of & Exec<sup>d</sup> Sep<sup>r</sup> 17 1790

Woodbridge  
vs  
Hammum  
No 23.

Fuggles Woodbridge of South Hadley in the County of Hampshire Esq<sup>r</sup>  
Pliff vs  
Hammum of Bitchestown in the County of Glamorgan  
alias Labourer Def<sup>t</sup> in a Plea of Trespass on the Case for that s<sup>d</sup> Fuggles  
at South Hadley on the 24<sup>th</sup> day of July 1788 by his Note for Value received  
promised said Fuggles to pay him Thirteen pounds five shillings & six  
pence & s<sup>d</sup> meaning lawful Money on Demand with Interest & yet said  
Fuggles the requested has not paid the same to Fuggles but neglects it  
to the Damage of s<sup>d</sup> Fuggles Fifteen pounds This Case was commenced before  
Ephraim Wright Esq<sup>r</sup> Just<sup>r</sup> Pac<sup>r</sup> & is now brot up to this Court as the Sta-  
tute in such Case provided directs & The Plaintiff appears by Samuel Thirkley  
Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three Times publicly called to come into Court  
makes Default of Appearance here & therefore it is considered by the  
Court that the said Fuggles do recover against the said Hammum Thirteen  
pounds nineteen shillings & six pence lawful Money Damages & Costs of  
Suit taxed at £ 1 6 7 & thus of & Exec<sup>d</sup> Oct<sup>r</sup> 18 1790

Campbell  
vs  
Campbell  
No 24.

John Campbell of Southwick in the County of Hampshire Gent<sup>r</sup> Pliff  
vs  
Thomas Campbell of the same Southwick Gent<sup>r</sup> Def<sup>t</sup> in a Plea &c as  
is at large set forth in the Declaration on File &c The Plaintiff being now three  
Times publicly called to come into Court makes Default of Appearance  
here & becomes Non-suit & the Def<sup>t</sup> is defaulted & the Action is dismissed.

Moore vs  
Childs  
No 25.

William Moore of Greenfield in the County of Hampshire Gent<sup>r</sup> Pliff vs  
Labbens, Childs & David Childs the sons both of Boreway in the County of Dorset  
Yeomen Def<sup>t</sup> in a Plea of the Case for that s<sup>d</sup> Labbens & David at Northampton  
on the fourth day of January last by their Note for Value received pro-  
mised the Pliff to pay him Fifteen pounds in good merchantable Cloth  
at the Market price on Demand with Interest, now the Pliff says he did  
on the day of the purchase of the Cloth demand the Contents of s<sup>d</sup> Note  
yet s<sup>d</sup> Labbens & David have never paid the same to the Damage of said  
William Thirty pounds & The Plaintiff appears by W<sup>m</sup> Coleman Gent<sup>r</sup> his Att<sup>r</sup>  
and the Def<sup>t</sup> the three Times publicly called to come into Court makes Default  
of Appearance here & therefore it is considered by the Court that the said  
William do recover against the said Labbens, Fifteen pounds twelve shillings  
of lawful Money Damages & Costs of Suit taxed at £ 1 7 6 & thus of & Exec<sup>d</sup>  
Sep<sup>r</sup> 29 1790



William Moore of Greerfield in the County of Hampshire Gent<sup>r</sup> Plaintiff.  
 Levi Wells of Bernards ton in the County aforesaid Defendant. *Moore v Wells*  
 of the Case for that s<sup>d</sup> Levi at Northampton aforesaid on the twelfth day of May  
 last was Justly indebted to the Plff in the sum of thirty one pounds two  
 shillings & six pence for so much Money before that Time had received  
 by s<sup>d</sup> Levi to the Use of said William & being so indebted he stays & tares in  
 consideration thereof promised the Plff to pay him the same on Demand  
 & s<sup>d</sup> Levi hath never paid the same the request being neglected to the  
 Damage of s<sup>d</sup> William Forty pounds. The Plff appears by William Cole  
 mem<sup>r</sup> Gent<sup>r</sup> his Att<sup>r</sup> & the Def<sup>r</sup> by James Strong Esq<sup>r</sup> his Att<sup>r</sup> & they agree  
 to a continuance of this Case to the next Term. And it is considered by  
 the Court that they have Day here in Court untill the third Tuesday of  
 January next.

Simon Stevens of Guilford in the County of Wiltshire & State of Vermont *Stevens v*  
 Physician Plff vs Samuel Prentice of Northfield in the County of Hampshire Prentice  
 Physician Def<sup>r</sup> in a Plea of the Case for that s<sup>d</sup> Samuel at Northampton *Prentice*  
 on the eleventh day of September by his Note for Value rec<sup>d</sup> promised the  
 Plff to pay him or his Order Six pounds by the eleventh day of October then  
 next in What Stock at Cash, or one & if not paid at that Time to be paid  
 in Gold or Silver with Use att. now the Plff avers that he hath always been  
 ready to receive the same Stock as aforesaid & yet s<sup>d</sup> Samuel hath never paid the  
 same but neglected it to the Damage of said Simon twenty pounds.  
 The Plff appears by W<sup>m</sup> Coleman Gent<sup>r</sup> his Att<sup>r</sup> & the Def<sup>r</sup> by John Darrell  
 Gent<sup>r</sup> his Att<sup>r</sup> and they agree to a continuance of this Case to the next Term  
 And it is considered by the Court that they have Day here in Court untill  
 the third Tuesday of January next.

William Pitter of Bernards ton in the County of Hampshire Year<sup>r</sup> Plff. *Pitter*  
 Warham Smith of Hadley in the County aforesaid Defendant. *Smith*  
 Plea of Trespass on the Case for that s<sup>d</sup> Smith at Hadley aforesaid on the  
 15<sup>th</sup> day of September Anno Dom. 1781 by his Note for Value rec<sup>d</sup> pro. *Smith*  
 misd the Plff to pay him One hundred & fifty pounds on Demand the  
 old way in What at four shillings a bushell or Peas at two pence a  
 pound on the following condition viz that the said Warham should  
 execute a Deed to said Pitter of one Lot of Land in Bernards ton Third Div  
 ision Number Fifty eight & also of two twenty six acre Lots laid out on  
 each side of Number fifty eight then the aforesaid Note to be void other  
 wise to remain in full Force, now the Plff avers that he hath ever been ready  
 to receive the aforesaid Deed & on the Day of the purchase of the Work requested  
 the said Warham to execute the same accordingly & yet s<sup>d</sup> Warham hath never  
 executed the same Deed to the Plff or paid the Contents of the s<sup>d</sup> Note.

And also for that s<sup>d</sup> Warham at Northampton on the Day of the purchase  
 of the Work in consideration that s<sup>d</sup> William had before that Time as  
 his Request done divers services in clearing Land & building a House thereon  
 promised s<sup>d</sup> William to pay him therefor what s<sup>d</sup> Services were worth  
 & the Plff says that s<sup>d</sup> Services were worth Forty pounds. And also for that  
 s<sup>d</sup> Warham at Northampton on the Day of the purchase of the Work in  
 consideration that the Plff had before that Time sold & delivered said  
 Warham divers materials for mending & building a House of 28 Feet  
 square promised to pay him what the same were reasonably worth on  
 Demand with Interest & the Plff says the same materials were reasona  
 bly worth Nine ten pounds according to the Val<sup>r</sup> annexed to the Work. And  
 also for that s<sup>d</sup> Warham on the Day of the purchase of the Work was justly  
 indebted to the Plff in the sum of Nine ten pounds 8/3 for so much  
 Money before that Time laid out by the Plff for him & s<sup>d</sup> Warham at his  
 Request & in consideration thereof promised the Plff to pay him the same  
 on Demand. & yet s<sup>d</sup> Warham the requested has never performed either his



Promises a foraid but neglects it to the Damage of said William one hundred & fifty pounds. The Plea appears by William Coleman Gent. his Att. and the Deft by Simon Strong Esq. his Att. and it is considered by the Court that they have Day here in Court untill the third Tuesday day of January next.

Butler Esq. <sup>Greenfield</sup> of <sup>Greenfield</sup> in the County of Hampshire Esq. Plaintiff  
Clark Esq. <sup>Greenfield</sup> of <sup>Greenfield</sup> in the same County Esq. Defendant  
No 29. Judgment of David Samuel Esq. Just. Pac. in which Case the s<sup>d</sup> John was Deft. & the said Robert Deft. in a Plea of the Case for that s<sup>d</sup> Robert at said Greenfield on the last Day of January Anno Dom. 1782 was justly indebted to the Plff in the sum of twenty one shillings & two pence for ninety four newspapers then before that time fold & delivered him at his special Instance & Request according to the annexed Accounts, he then & there in Consideration thereof promised the Plff to pay him the same on Demand with Interest, yet he hath never paid the same but neglects it to the Damage of s<sup>d</sup> John four pounds. The Appellant appears by Wm Coleman Gent. his Att. & the Deft by Simon Strong Esq. his Att. & they agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.

Field <sup>Derby</sup> of <sup>Derby</sup> in the County of Hampshire Esq. Plaintiff  
Chapin <sup>Derby</sup> of <sup>Derby</sup> in the same County Esq. Defendant  
No 30. David Field of Derby in the County of Hampshire Esq. Plaintiff Chapin of Derby in the same County Esq. Defendant in a Plea of the Case for that whereas the said Caleb which Cotnam on the 33<sup>d</sup> day of April Anno Dom. 1778. by his last Note for Value received, promised the Plff to pay him Two pounds, seventeen shillings & eleven pence halfpenny on Demand with Interest, yet he hath never paid the same but neglects it to the Damage of said David Ten pounds, which Case was continued before Hugh M. Clallen Esq. Justice. and is now bro't up to this Court as the Statute in such Cases provided directs. The Parties appear by their Att. & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.

Ransom Esq. of <sup>Derby</sup> in the County of Hampshire Esq. Plaintiff  
Taylor Esq. <sup>Derby</sup> of <sup>Derby</sup> in the same County Esq. Defendant  
No 31. Deputy Sheriff under Elisha Porter Esq. Sheriff of the same County Esq. Plaintiff vs. Elisha Taylor of <sup>Derby</sup> in the same County Esq. Defendant from the Judgment of Hugh M. Clallen Esq. Just. Pac. in which Case s<sup>d</sup> Elisha was Plff. and s<sup>d</sup> Elisha was Deft. in a Plea of the Case for that whereas s<sup>d</sup> Taylor at s<sup>d</sup> Cotnam on the twentieth day of October last past in Consideration that the Plff had before that time delivered to him the s<sup>d</sup> Deft. two Horses of the Value of sixteen pounds then & there promised him to deliver him the same Horses when he should be there into afterwards requested him to deliver the same Horses at that s<sup>d</sup> said Cotnam on the Day of the Purchase of the Work he did request the same Horses of s<sup>d</sup> Taylor but he refused to deliver the same & only paid the Plff £12. 14. 2 being just of the Value of the same Horses & refused to pay the Residue viz £3. 16. 10 to the Damage of said Ransom eight shillings. The Plff appears by Wm Coleman Gent. his Att. & the Deft to Esq. M. Williams Gent. his Att. and they agree to refer this Case to the Judgment & Determination of John Williams Esq. Samuel Barnard Esq. & John Cather Esq. the Award of them or any two of them to be returned into this Court Judgment to be made up and execution issued accordingly & and it is considered by the Court that the Arguments of said Porter be the Rule of this Court in this Case & that they have Day here in Court untill the third Tuesday of January next.



Stanh  
Glary  
No 32

Benjamin Stanb of Northampton in the County of Hampshire Gent<sup>l</sup> Plaintiff  
 vs  
 John Ward Glary of Rowe in the County aforesaid Physician Defendant  
 in a Plea of the Case for that Dr Isaac at Greenfield on the seventh day of  
 April last by his Note for Value received promised the Plaintiff to pay him  
 nine pounds four shillings & eleven pence on Demand with Interest  
 yet he has never paid the same the requested but neglected it to the  
 Damage of s<sup>r</sup> Benjamin Twenty pounds — This Case was commenced  
 before David Tamead Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now brot up to this Court  
 as the Statute in such Case provided directs. The Plaintiff appears by  
 William Coleman Esq<sup>r</sup> his Att<sup>l</sup> and the Def<sup>t</sup> the Thos Tenney publicly  
 called to come into Court under Default of appearance here  
 Wherefore it is considered by the Court that the said Benjamin do  
 recover against the said John Ten pounds & eleven pence of lawful  
 Money Damages & costs of this taxed at L<sup>s</sup> 2. 3. 1 & that of do.

Exce<sup>l</sup> Sept<sup>r</sup> 29. 1790 -

Lebina Montague of Amherst in the County of Hampshire Gent<sup>l</sup> Plaintiff  
 vs  
 Bruce of Shutebury in the same County Labourer Defendant  
 in a Plea of the Case for that s<sup>r</sup> Nathan on the fourteenth day of August 1789 at Amherst aforesaid by his  
 Note for Value received promised said Lebina to pay him on Order Four pounds  
 eight pence & eleven pence in good merchantable Flaxseed delivered as his  
 Store in Amherst as soon as the same can be made merchantable of the present  
 Years Growth & the said Lebina saith he was always ready to receive the same  
 yet s<sup>r</sup> Nathan the requested has never paid the same but neglected it to the  
 Damage of said Lebina Seven pounds — Which Case was commenced  
 before Esq<sup>r</sup> Nathan Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now brot up to this Court as the  
 Statute in such Case provided directs. — and now at this Time the Plaintiff  
 appears by John Hootner Esq<sup>r</sup> his Att<sup>l</sup> & the Def<sup>t</sup> also appears & moves that this  
 Case may be continued to the next Term & it is considered by the Court that they  
 have Day here in Court untill the third Tuesday of January next

Montague  
Bruce  
No 33

Jonah Dwight of Williamburgh in the County of Hampshire Gent<sup>l</sup> Plaintiff  
 vs  
 Giles Henry of Conway in the County aforesaid Trader Defendant  
 in a Plea of the Case for that the Plaintiff at West Springfield in the County aforesaid on the twenty  
 first day of November Anno Dom<sup>i</sup> 1789 was possessed of four Panels  
 of Yellow of the Value of Twenty five pounds lawfully & being so possessed  
 the Plaintiff there afterwards the same day out of his Possession lawfully took which  
 afterwards the same Day came into the hands of the said Giles by finding  
 the same who well knowing s<sup>r</sup> four Panels of Yellow to be the Property of  
 the Plaintiff nevertheless carrying & intending the Plaintiff to defraud & deprive  
 the requested has not delivered the s<sup>r</sup> Yellow to the Plaintiff but unlawfully  
 disposed of the same to his own Use & the Damage of s<sup>r</sup> Jonah Thirty  
 pounds — This Case was commenced before Esq<sup>r</sup> Nathan Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now  
 brot up to this Court as the Statute in such  
 Case made provides — The Plaintiff appears by W<sup>m</sup> Symon Esq<sup>r</sup> his  
 Att<sup>l</sup> and the Def<sup>t</sup> by Esq<sup>r</sup> William Esq<sup>r</sup> his Att<sup>l</sup> and it is  
 considered by the Court that they have Day here in Court untill the  
 third Tuesday of January next

Dwight  
Henry  
No 34

Obed Hunt of Shutebury in the County of Hampshire Mason Plaintiff  
 vs  
 John Charles Williams of Hadley in the same County Esq<sup>r</sup> Defendant  
 in a Plea of the Case for that said Williams at s<sup>r</sup> Hadley on the first day of October in the Year of our  
 Lord Seventeen hundred eighty four in Consideration that the Plaintiff had done  
 before that Time done & performed the several & divers Services & Labour &  
 had also provided the Materials & Articles approp<sup>r</sup> in the Execution of  
 to the Work at his s<sup>r</sup> said Williams s<sup>r</sup> special Instance & Request he s<sup>r</sup>  
 Williams then & there promised to pay him so much Money that for our  
 Demand with Interest & thereasocially ought & deserved to have & that the Plaintiff

Stanh  
Williams  
No 35



over the same were carelessly with the five pounds of Cash Money of John Williams  
He requested has never paid the same to the Damage of John Williams  
The said Parties appear & it is considered by the Court that they have Day here  
in Court untill the third Tuesday of January next

Olevis Esq<sup>r</sup> Andrew Olevis of Marblehead in the County of Essex Esq<sup>r</sup> Philip. Enock  
Barnroff of Plymouth in the County of Hampshire Gent<sup>l</sup> Deft in a Plea of  
N<sup>o</sup> 36. Ejectment

The Plaintiff appears by William Seymour Esq<sup>r</sup> his Att<sup>y</sup> &  
it is considered by the Court that the said Parties have Day here in Court un-  
till the third Tuesday of January next

Chase  
Ashby  
N<sup>o</sup> 37. Elizabeth Chase of Boston in the County of Worcester Widow Plaintiff  
con Ashby of Springfield in the County of Hampshire Trader Deft in a Plea  
of Trespass on the Case for that said Simon at Springfield on the fourth  
day of June in the Year of our Lord Seventeen hundred & eight nine by  
his Note for Value rec<sup>d</sup> procured the Plff to pay her eighty nine pounds  
three shilling & eight pence on Demand with Interest of John Simon the  
requested hath not paid the same to the Damage of said Elizabeth  
One hundred & forty pounds — This Case was commenced before  
at John Bliff Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now bro<sup>d</sup> up to the Court as the Statute  
in such Case provided directs — The Plff appears by Master Bliff Esq<sup>r</sup>  
her Att<sup>y</sup> & the Deft by John Hodder Esq<sup>r</sup> his Att<sup>y</sup> & moves for a Continuance  
of this Case to the next Term, the Plff consenting thereto — It is considered  
by the Court that they have Day here in Court untill the third Tuesday of  
January next

Leavitt & Co  
Welsh  
N<sup>o</sup> 38. Thaddeus Leavitt & Asahel Hathaway both of Suffield in the County of  
Hartford & State of Connecticut Gentlemen & Merch Traders Plffs vs Thomas  
Welsh of Pelham in the County of Hampshire Trader Deft in a Plea of  
the Case for that said Thomas of Suffield Vis<sup>t</sup> at West Springfield on the last Day of  
November Anno Dom<sup>o</sup> 1788 being justly indebted to Thaddeus & Asahel in the  
Sum of seven pounds six shillings eight pence Cash Money for twenty two pounds  
of Indigo then before that time sold & delivered to said Thomas by the Plffs at his  
Request in consideration whereof said Thomas then & there promised the Plffs to  
pay them the same Sum on Demand with Interest of the said Thomas the  
requested has never paid the same but neglects it to the Damage of said Thaddeus &  
Asahel sixteen pounds — The Plffs appear by C<sup>o</sup> Seymour their Att<sup>y</sup> & the Deft  
by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & it is considered by the Court that they have  
Day here in Court untill the third Tuesday of January next

Miller &  
Wells  
N<sup>o</sup> 39. William Turner Miller of Warren in the County of Bristol & State of Rhode Is<sup>l</sup>  
land Esq<sup>r</sup> Plff vs Agrippa Wells of Hyden in the County of Hampshire Gent<sup>l</sup> Deft  
in a Plea that he under their twenty pounds nine shillings Cash Money which to him  
removes & from him unjustly detains & whereon said Wells complains that a Supreme  
Judicial Court holden at Northampton in the County of Hampshire on the fourth  
Tuesday of May Anno Dom<sup>o</sup> 1786 by the Consideration of the Justices of the same  
Court he recovered Judgments against said Agrippa for the Sum of & Possession of  
certain meadow Tract of Land & also for four pounds nine shillings  
Cash Money for his Costs & Charges, whereof said Agrippa is convicted & by a Copy  
of the Record thereof to be shown appears where Judgments as to the Costs & Costs  
remaining in full have not satisfied or discharged & altho upon appeal on the same



Judgment on the 15<sup>th</sup> day of July in the same year yet the same has been long since returned wholly unsatisfied whereby action accrued to <sup>William</sup> to have of <sup>S<sup>r</sup> Agrippa</sup> the aforesaid sum of four pounds nine shillings part of the said sum of twenty pounds nine shillings & also for that <sup>S<sup>r</sup> Agrippa</sup> absconded on the fifteenth day of September Anno Domini 1786 in consideration of the use & improvement of a certain Messuaged Tract of land lying in <sup>S<sup>r</sup> Leyden</sup> containing 5 Acres bounded west on the side of <sup>S<sup>r</sup> Agrippa</sup> North on Thomas Wells Land East on Land of Saubon Wells & South on Land of Joseph Wells partly & partly on Land of <sup>S<sup>r</sup> Agrippa</sup> being Lot Number Thirty six in the first Division of Land in <sup>S<sup>r</sup> Leyden</sup> from the Term of two Years which commenced & was to be reckoned from the fifth day of November 1785. & untill the same be fully completed & ended by his certain Writing of legalony sealed with his seal & bearing Date the 15<sup>th</sup> day of September in the Year of our Lord 1786 bound & obliged himself to <sup>S<sup>r</sup> William</sup> to pay him four pounds lawful Silver Money for the yearly Rent of <sup>S<sup>r</sup> Messuage</sup> & Tract of Land for each of the said two Years & also further bound & obliged himself to said <sup>S<sup>r</sup> William</sup> to pay unto him in <sup>S<sup>r</sup> Warren</sup> within the Rent for the use of said Premises during <sup>S<sup>r</sup> Term</sup> the sum of eight pounds lawful Money on or before the first day of January next after the fifteenth day of September in good merchantable Flour at the Cash price & <sup>S<sup>r</sup> William</sup> avers <sup>S<sup>r</sup> Agrippa</sup> held & occupied the Premises during the aforesaid Term of two Years & that he hath never paid the aforesaid sum of four pounds lawful Silver Money for <sup>S<sup>r</sup> two</sup> Years & that he did not on the first day of January or before pay to <sup>S<sup>r</sup> William</sup> eight pounds for the said two Years use & improvement of the Premises a pound in good merchantable Flour at Cash price & that there is now due for <sup>S<sup>r</sup> two</sup> Years Rent & Improvement of <sup>S<sup>r</sup> Premises</sup> sixteen pounds part of <sup>S<sup>r</sup> Term</sup> of Twenty pounds nine shillings, but neglects & refuses to do it to the Damage of <sup>S<sup>r</sup> William</sup> Forty pounds. The <sup>S<sup>r</sup> Parties</sup> appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.

Benjamin Henshaw of Middletown in the County of Middlesex & State of Connecticut Esq<sup>r</sup> Plaintiff. <sup>Henshaw</sup>  
 v. <sup>is</sup>  
 Elijah Blackman of Chester in the County of Hampshire Gent<sup>l</sup> Defendant in a Plea of the Case for that <sup>Blackman</sup>  
 said Elijah at Middletown Ox<sup>l</sup> at Westfield on the 3<sup>d</sup> day of March Anno Domini 1788 by his Note for Value received promised <sup>S<sup>r</sup> Benjamin</sup> to pay him the sum of Twenty seven pounds eight shillings & one penny lawful Money within three months from the Date of <sup>S<sup>r</sup> Note</sup> with Interest for the same untill paid Yet <sup>S<sup>r</sup> Elijah</sup> the often requested has never paid the same but neglects it to the Damage of <sup>S<sup>r</sup> Benjamin</sup> Forty pounds. This Case was commenced before Sam<sup>l</sup> Walter Esq<sup>r</sup> Just<sup>l</sup> of the Peace & is now brot up to the Court as the Statute in such Case provided directs. The <sup>S<sup>r</sup> Plea</sup> appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>l</sup> & the <sup>S<sup>r</sup> Def<sup>l</sup></sup> by John Phelps Esq<sup>r</sup> his Att<sup>l</sup> & they agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.

Samuel Fowler of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff. <sup>Fowler</sup>  
 v. <sup>is</sup>  
 Biddad Fowler of Southwick in the County of aforesaid Hampshire Defendant in a Plea of the Case for that <sup>S<sup>r</sup> Biddad</sup> at Westfield on the 16<sup>th</sup> day of April Anno Domini 1787 by his Note for Value received promised <sup>S<sup>r</sup> Samuel</sup> by the Name of Biddad Fowler to pay him six pounds four shillings & six pence in that Cattle at Cash price in one month from the Date with Interest And the <sup>S<sup>r</sup> Plea</sup> avers he has always been ready to receive the same Cattle Yet <sup>S<sup>r</sup> Biddad</sup> the often requested has never paid the same but neglects it to the Damage



of the said Samuel twelve pounds - The Plea appears by Joseph Lyman Gent.  
his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court on  
his Default of appearance here - Wherefore it is considered by the Court that  
said Samuel do recover against said Baldad seven pounds four shillings  
and eleven pence of lawful money Damages & Costs of Suit taxed at £1.15.5  
& thereof do  
Exonoff<sup>d</sup> Sept. 16. 1790

David Fowler Jun<sup>r</sup> of Southwick in the County of Hampshire Gent<sup>l</sup> vs Nathan  
Noble & Wife of North in the County of said Hampshire Deft<sup>s</sup> in a  
Plea of the Case for that said Nathan & Wife a said North on the 17<sup>th</sup> day of Sept<sup>r</sup>  
embarked by their Note for Value received promised & David to pay him or Order  
Eight pounds lawful Money in good Banknote Shillings all the Corner market  
price by the first day of February the next with Interest said Shillings to  
be delivered at Mr. Noah Butler in Southampton & the Plea aver he has always  
been ready to receive the same Shillings accordingly of said Nathan & Wife the  
often requested have not either of them paid the Contents of their note aforesaid  
but neglect it to the Damage of David Ten pounds - The Plea appears  
by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three Times publicly  
called to come into Court on his Default of appearance here - Wherefore it  
is considered by the Court that the said David do recover against the said  
Nathan & Wife Eight pounds nine shillings & seven pence of lawful Money  
Damages & Costs of Suit taxed at £2.3.5 & thereof do  
Exonoff<sup>d</sup> Sept. 28. 1790

Arson Shug of Whiffeld in the County of Hampshire Yeoman vs  
David Weller of the same Whiffeld Yeoman Deft<sup>s</sup> in a Plea of the Case  
for that the said David at Whiffeld on the second Day of  
August in the year of our Lord seven hundred & eighty six by his Note  
for Value received promised & Arson to pay him twelve pounds & four shillings  
lawful Money on Demand with Interest - Yet David the often  
requested hath never paid the same but neglect it to the Damage of the  
said Arson twenty pounds - The Plea appears by Joseph Lyman Gent<sup>l</sup>  
his Att<sup>y</sup> & the Def<sup>t</sup> by John Phelps Esq<sup>r</sup> his Att<sup>y</sup> & he moves for a Court  
writ of this Case to the next Term and it is considered by the Court  
that they have Day here in Court until the third Tuesday of January  
next

Samuel Dodge of Windham in the County of Windham & State of Con-  
necticut Yeoman vs Darius Webb of Norwich in the County of Hamp-  
shire Yeoman Deft<sup>s</sup> in a Plea of Debt for that Samuel by the Condemn-  
tion of our Justices of our Court of Common Pleas held at Springfield  
within & for the County of Hampshire on the third Tuesday of May Anno  
Domini 1786 recovered Judgment against the said Darius for the Sum  
of four pounds eight shillings & ten pence lawful money Damages &  
one pound eighteen shillings Costs of the same Suit, which Judgment re-  
mains in full force & unsatisfied in part for four pounds ten shillings  
whereby Action hath accrued to the Plea to demand & recover of the said  
Darius the Sum of four pounds eight shillings & ten pence with two  
shillings more for the Writ of Exon<sup>r</sup> & yet he hath paid either of the  
two last mentioned Sums the requested but retains it to the Damage of  
said Samuel Ten pounds - The Plea appears by Joseph Lyman Gent<sup>l</sup>  
his Att<sup>y</sup> and the Def<sup>t</sup> the three Times publicly called to come into Court  
makes Default of appearance here - Wherefore it is considered by the Court  
that said Samuel do recover against said Darius Five pounds eleven shillings  
and six pence of lawful Money Debt & Costs of Suit taxed at £1.11.3 &  
thereof do  
Exonoff<sup>d</sup> Sept. 16. 1790



Samuel Fowler of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff Samuel Shellogg of Southwark in the County of Devon Plaintiff  
 Debt in a Plea of the Case for that Samuel Shellogg & Southwark on the 28<sup>th</sup> day of January last by their Note for Value received promised to pay him the Sum of fifty four pounds & fifteen shillings lawful money on Demand with Interest until paid yet Samuel Shellogg & Southwark the often requested have never paid the same but neglect it to the Damage of said Fowler Fifty pounds - The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and the said Debt the three Times publicly called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that the said Fowler do recover against the Debtors a several Thirty eight pounds two shillings & eleven pence of lawful Money Damages & Costs of Suit taxed at £ 1. 9. 7 & there of do  
 Ex con off<sup>ce</sup> Sep<sup>r</sup> 21<sup>st</sup> 1790

244  
 Fowler &  
 Shellogg &  
 N<sup>o</sup> 45

Lewis Munroe of Boston in the County of Suffolk Trader Plaintiff Robert Blair Jun<sup>r</sup> of Blanford in the County of Hampshire Yeoman Defendant  
 Debt in a Plea of the Case for that Robert Blair Jun<sup>r</sup> on the 22<sup>nd</sup> day of October Anno Domini 1788 by his Note in Writing under his hand for Value received promised one David Munroe to pay him on Order one hundred pounds & five shillings within one Year from the Date of said Note with Interest - And afterwards on the same 22<sup>nd</sup> day of October aforesaid the said David by his Indorsement on said Note ordered the Contents of the same Note then wholly due & unpaid to be paid the Plaintiff for Value received of which said Robert Blair had instant Notice and thereupon became chargeable to pay the Contents of the same Note to the Plaintiff & then & there promised the Plaintiff to pay him the same. yet the said Robert Blair the requested has never paid the same but neglect it to the Damage of Lewis one hundred & forty pounds - The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and the Debt by Theodore Sedgwick Esq<sup>r</sup> his Att<sup>y</sup> & moves for Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Blair  
 N<sup>o</sup> 46

William Phillips Jun<sup>r</sup> of Boston in the County of Suffolk Merchant Plaintiff Samuel Shellogg of Southwark in the County of Hampshire Yeoman Defendant  
 in a Plea of Debt for that the said William by the Consideration of the Justices of the Court of Common Pleas held at Northampton within & for the County of Hampshire on the last Tuesday of August Anno Domini 1780 received Judgment against said Samuel Shellogg for Fifty one pounds four shillings & four pence Debt or Damage & two pounds fifteen shillings & six pence Costs - which Judgment remains in full Force & unsatisfied in part to wit for the Sum of twenty nine pounds nineteen shillings & ten pence, whereby an Action hath accrued to the Plaintiff to demand & recover of said Samuel said Sum of £ 29. 19. 10 with six shillings more for the Writ of Exec<sup>u</sup>tion - yet said Samuel hath not paid the same but neglect it to the Damage of said William thirty pounds - The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Debt the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said William do recover against said Samuel Thirty seven pounds nine shillings of lawful Money Debt & Costs of Suit taxed at £ 2. 13. 11 & there of do  
 Ex con off<sup>ce</sup> Sep<sup>r</sup> 16<sup>th</sup> 1790

Phillips  
 Shellogg  
 N<sup>o</sup> 47

John Ingersol Esq<sup>r</sup> of Westfield in the County of Hampshire Plaintiff Abraham Ingersol Esq<sup>r</sup> of West Springfield in the same County Defendant  
 Debt in a Plea of the Case for that Abraham Ingersol on the twelfth day of March Anno Domini 1788 by his Note for Value received promised to pay John Ingersol five pounds nineteen shillings & three pence L<sup>th</sup> with L<sup>th</sup> - yet Abraham the often requested has never paid the same but neglect it to the Damage of John twelve pounds - The Plaintiff appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> and the Debt the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said John do recover against the said Abraham six pounds seventeen shillings & two pence Damages & Costs of Suit taxed at £ 1. 8. 7 & there of do  
 Ex con off<sup>ce</sup> Sep<sup>r</sup> 20<sup>th</sup> 1790

Ingersol  
 N<sup>o</sup> 48



Douglas  
vs  
Dwight  
No 49  
Thomas James Douglas of Westfield in the County of Hampshire Gent<sup>l</sup> Plff<sup>r</sup> vs.  
Josiah Dwight of Williamburgh in the County aforesaid Yeoman Def<sup>r</sup> in a Plea  
of the Case for that s<sup>d</sup> Josiah at s<sup>d</sup> Northampton on the 28<sup>th</sup> day of August Anno  
Domini 1788 by his Note for Value received promised one Samuel Parsons to pay  
him or Order Eighty three pounds four shillings & five pence L<sup>ms</sup> on  
Demand with Interest & afterwards on the Day & Year aforesaid at North  
ampton aforesaid said Samuel by his Indorsement on said Note  
ordered the Contents thereof then due to be paid to the Plff<sup>r</sup> for Value received  
of which s<sup>d</sup> Josiah had Notice & became chargeable to pay the same accordingly  
& then & there promised to pay the same to the Plff<sup>r</sup> Yet said Josiah there  
quested has never paid said Note but neglects it to the Damage of  
said Thomas One hundred pounds The Plff<sup>r</sup> appears by Joseph Lynam  
Gent<sup>l</sup> his Att<sup>y</sup> & the Plff<sup>r</sup> the three Times publicly called to come into Court  
makes Default of appearance here Wherefore it is considered by the Court  
that the said Thomas do recover against s<sup>d</sup> Josiah Thirty four pounds & ten  
shillings of lawful money Damages & Costs of Suit taxed at £1. 6. 1 &  
Thereof &c  
Ex<sup>ra</sup> of s<sup>d</sup> Sept<sup>r</sup> 16. 1790

Jam  
Parsons  
No 50  
Thomas James Douglas of Westfield in the County of Hampshire Gent<sup>l</sup> Plff<sup>r</sup> vs.  
Samuel Parsons of Norwich in the County aforesaid Gent<sup>l</sup> Def<sup>r</sup> in a Plea  
of the Case for that said Samuel at Westfield on the twelfth day of March  
Anno Domini 1789 by his Note for Value received promised s<sup>d</sup> Thomas  
to pay him or his Order the sum of One hundred & fifty pounds lawful  
Money on or before the fifteenth day of April Anno Domini 1790 with  
Interest Yet Samuel the other requested hath never paid the Contents  
of said Note but neglects it to the Damage of said Thomas two hundred  
pounds The Plff<sup>r</sup> appears by Joseph Lynam Gent<sup>l</sup> his Att<sup>y</sup> & the  
Plff<sup>r</sup> the three Times, publicly called to come into Court & makes  
Default of appearance here Wherefore it is considered by the Court that the  
said Thomas do recover against said Samuel One hundred & sixty three  
pounds & ten shillings of lawful money Damages & Costs of Suit taxed  
at £1. 7. 1 & Thereof &c  
Ex<sup>ra</sup> of s<sup>d</sup> Sept<sup>r</sup> 16. 1790.

Parks Esq<sup>r</sup>  
vs  
Bois  
No 51  
Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plff<sup>r</sup> vs Samuel  
Bois the second of Blanford in the County aforesaid Esq<sup>r</sup> Def<sup>r</sup> in a  
Plea of the Case for that s<sup>d</sup> Samuel at said Westfield on the 15<sup>th</sup> day of June  
Anno Domini 1789 by his Note for Value received promised s<sup>d</sup> Warham  
to pay him Sixty five pounds & eight pence worth of Meal (Barley) to be  
delivered at the Dwelling House of s<sup>d</sup> Samuel in Blanford aforesaid on the  
fifteenth day of October then next with Interest yearly from the Date of  
said Note & the Plff<sup>r</sup> as he has always been ready to receive the same but  
the according to the Tenor of s<sup>d</sup> Note Yet s<sup>d</sup> Samuel the requested has never  
paid the Contents of said Note or any part thereof but neglects it to the Damage  
of said Warham Eighty pounds The Plff<sup>r</sup> appears by Joseph Lynam Gent<sup>l</sup>  
his Att<sup>y</sup> & the Plff<sup>r</sup> the three Times, publicly called to come into Court makes  
Default of appearance here Wherefore it is considered by the Court  
that the said Warham do recover against the said Samuel Sixty nine  
pounds eighteen shillings & two pence lawful money Damages & Costs of  
Suit taxed at £1. 8. 3 & Thereof &c  
Ex<sup>ra</sup> of s<sup>d</sup> Sept<sup>r</sup> 24. 1790

J Bois  
vs  
D Bois  
No 52  
Samuel Bois the second of Blanford in the County of Hampshire Yeoman  
Plff<sup>r</sup> vs David Bois of the same Blanford Treasurer of the s<sup>d</sup> Town Def<sup>r</sup> in a  
Plea of the Case for that one Joseph Badger on the thirty first day of  
July in the Year of our Lord 1789 at s<sup>d</sup> Blanford drew his Order directed to  
the s<sup>d</sup> David Treasurer as aforesaid & therein requested him s<sup>d</sup> David in his  
said Capacity for Value received to discaunt or pay to the Plff<sup>r</sup> the sum of  
Sixty six pounds eighteen shillings & eleven pence which said sum was  
then in the hands of John Bourn & John Beard Collectors of the Town of s<sup>d</sup> Blan  
ford to collect & be paid in good s<sup>d</sup> Barley by the fifteenth day of October  
next following the Date of the said Order & to charge the same to his the said



Joseph Badger Accountant and the Deft then afterwards on the same day presented the said Order to the said David Boies Treasurer as aforesaid for his acceptance & the said David Boies in his said Capacity then & there duly accepted the same and thereby became liable & in consideration thereof then & there promised the Deft to pay him the same with the Interest & and the Deft avers that on the first twentieth day of October aforesaid he was ready to receive the said Debt but the said David Boies in his said Capacity hath never paid the same to the Deft of said Samuel Fifty pounds & The Deft appears by Joseph & Lyman Gunt<sup>rs</sup> his Att<sup>ys</sup> and the Deft the three Times publicly called to come into Court and has Default of Appearance here & Wherefore it is considered by the Court that the said Samuel do recover against the said David in his said Capacity as Treasurer of the Town of Westfield Thirty five pounds eighteen shillings & seven pence lawfull Money Damages & Costs of Suit taxed at £1. 10s & there of &c  
Exon<sup>at</sup> Sep<sup>r</sup> 24. 1790

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Administrator of the Estate of Elisha Parks late of said Westfield deceased Deft<sup>r</sup> vs  
Thankful Taylor Widow & Samuel Taylor Yeoman both of Westfield aforesaid Plaintiffs  
Exeuntors of the last Will & Testament of Eldad Taylor of Westfield Esq<sup>r</sup> deceased & Bohan Shing of the same Westfield Plaintiff Deft<sup>r</sup> in a Plea that  
they render to s<sup>d</sup> Warham Three hundred pounds lawfull Money which to him they owe and from him unjustly detain for that the s<sup>d</sup> Eldad & Bohan on the fourth day of October in the Year of our Lord's thousand eight hundred & seventy one said Eldad being then in full Life at s<sup>d</sup> Westfield by their Writing obligatory sealed with the seals of the s<sup>d</sup> Eldad & Bohan acknowledged them selves to be held & firmly bound to the said Elisha Parks then in full Life in the sum of three hundred pounds lawfull Money to be paid to the said Elisha Parks or to his Executors Administrators or assigns whenever they the said Eldad & Bohan should be thereto requested & for the payment of which the said Eldad & Bohan were by the same Writing obligatory bound themselves their Heirs Executors & Administrators & Yet said Eldad & Bohan the often requested by the said Elisha in his Life Time & by the said Warham since the Death of the said Elisha have not paid the aforesaid the aforesaid sum of three hundred pounds neither have the said Thankful and Samuel paid the aforesaid sum of three hundred pounds the often requested but neglects it to the Damage of s<sup>d</sup> Warham Three hundred & forty pounds & The Deft & Deft appear by their Att<sup>ys</sup> & agree to a continuance of this Case to the next Term, and it is considered by the Court that they have Day here in Court unlatt the third Tuesday of January next

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff vs  
Humbleton of Granville in the County aforesaid Yeoman Deft<sup>r</sup> in a Plea  
of the Bar for that s<sup>d</sup> John at said Westfield on the 23 day of January Anno Dom<sup>o</sup> 1790 by his Note for Value received promised s<sup>d</sup> Warham to pay him or Order Five pounds four shillings & seven pence lawfull Money on Demand with Interest & Yet said John the often requested hath never paid the same but neglects it to the Damage of s<sup>d</sup> Warham Ten pounds & The Deft appears by Joseph Lyman Gunt<sup>rs</sup> his Att<sup>ys</sup> & the Deft the three Times publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said Warham do recover against said John Five pounds eight shillings & seven pence of lawfull Money Damages & Costs of Suit taxed at £1. 10s & there of &c  
Exon<sup>at</sup> Sep<sup>r</sup> 24. 1790

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff vs  
Alderton Pratt of Granville in the County aforesaid Joiner Deft<sup>r</sup> in a Plea of the Bar for that s<sup>d</sup> Alderton at s<sup>d</sup> Westfield on the 8<sup>th</sup> day of August Anno Dom<sup>o</sup> 1788 by his Note for Value received promised s<sup>d</sup> Warham to pay him or Order Four pounds eighteen shillings & nine pence lawfull Money on Demand with Interest & Yet s<sup>d</sup> Alderton the requested has never paid the same but neglects it to the Damage of said Warham Ten pounds & The Deft



appears by Joseph Lyman Gent<sup>r</sup> his Att<sup>r</sup> & the Deft<sup>r</sup> the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Warham do recover against the said Alderton Five pounds eleven shillings lawful Money Damages & Cost of Suit taxed at £ 1. 9. 3 & thereof &c  
Exec<sup>d</sup> Sep<sup>r</sup> 22. 1790.

Bois  
Cunningham  
N<sup>o</sup> 56.  
Samuel Bois the second of Blawford in the County of Hampshire Bankrupt  
Plff<sup>r</sup> vs John Canning Law of Wrothampton in the County of Hampshire Tay  
lor Taylor Deft<sup>r</sup> in a Plea of the Case for that a Prom<sup>t</sup> at Northampton on  
the 4<sup>th</sup> day of February Anno Dom<sup>i</sup> 1789 by his Note for Value received pro  
mised one Timothy Marks to pay him or Order fifty Spanish Milled Do  
lars on Demand with Interest till paid & afterwards on the Day after said  
the said Timothy by his Indorsement on said Note ordered the Contents  
thereof then due to be paid to the said Samuel for Value rec<sup>d</sup> whereof the  
said John had instant Notice & became chargeable & accordingly promised  
to pay the same accordingly - Yet said John the requested has never paid  
the same but neglects it to the Damage of Samuel Twenty pounds -  
The Deft<sup>r</sup> appears by Joseph Lyman Gent<sup>r</sup> his Att<sup>r</sup> and the Deft<sup>r</sup> the three Times  
publicly called to come into Court makes Default of Appearance here - Wherefore  
it is considered by the Court that the said Samuel do recover against the said John  
Twenty pounds from five shillings & nine pence lawful Money Damages & Cost of Suit  
taxed at £ 1. 8. 8 & thereof &c  
Exec<sup>d</sup> Sep<sup>r</sup> 24. 1790.

Sackett  
Phelps  
N<sup>o</sup> 57.  
Stephen Sackett of Wrothampton in the County of Hampshire Bankrupt Plff<sup>r</sup> vs  
Phelps 2<sup>d</sup> of Wrothampton aforesaid Thomas Executors of the last Will &c of Aaron Phelps  
late of said Wrothampton Thomas Deft<sup>r</sup> in a Plea of the Case for that  
Aaron aforesaid Wrothampton on the 17<sup>th</sup> day of January Anno Dom<sup>i</sup> 1789 by his  
Note for Value received promised to Stephen to pay him or Order Twenty six  
pounds eleven shillings & nine pence lawful Money on Demand with Interest  
of the said Aaron in his Life Time nor his Ex<sup>r</sup> Executor since the Death of the said Aaron  
have never the requested paid the same in neglects it to the Damage of  
Stephen Thirty five pounds - The Plff<sup>r</sup> appears by Joseph Lyman Gent<sup>r</sup> his  
Att<sup>r</sup> & the Deft<sup>r</sup> the three Times publicly called to come into Court makes Def  
ault of Appearance here - Wherefore it is considered by the Court that  
said Stephen do recover against said Thomas in his Ex<sup>r</sup> Executor's Twenty nine  
pounds three shillings & eight pence lawful Money Damages & Cost of Suit  
taxed at £ 1. 9. 1 & thereof &c  
Exec<sup>d</sup> Sep<sup>r</sup> 24. 1790.

Grissold  
N<sup>o</sup> 58.



Amos Ferris of Watertown in the County of Hillsfield & State of Connecticut  
 man & Philemon Doolittle of Blanford in the County of Hampshire Gen<sup>l</sup> Doolittle & Co  
 v. David Minors of Northboro in the County of Worcester Gen<sup>l</sup> Minors & Elizabeth his  
 his wife Heirs of Sarah Foy late of Charlestown in the County of Middlesex & Minors  
 v. Edward Deft in a Plea of Covenant broken whereon the Pleas say that  
 Charlestown viz<sup>t</sup> at Blanford on the 4<sup>th</sup> day of February Andover 1772 our said  
 Toge made paid & delivered the said Philemon & Amos in Debt toll & expenses it  
 is wrapped that Sarah the said in Consideration of Eighty six pounds eight shillings  
 lawful money paid her in the said Philemon & Amos did give grant bargain sell & convey  
 release convey & confirm to them the said Philemon & Amos their Heirs & Assigns a piece  
 of land lying in Blanford aforesaid containing 144 Acres Robt 22:40 to have  
 & to hold with the said Philemon & Amos to the Pleas their Heirs & Assigns forever  
 & said Sarah the said Philemon & Amos did covenant & engaged to & call the said  
 Philemon & Amos their Heirs & Assigns that she as Executor of the last Will &  
 Testament of John Toge was lawfully seized & possessed of the bargained  
 premises & had good Right & lawful Authority to grant sell convey & confirm  
 the same & that the Pleas aver that at the Time of the Execution of the  
 said or any other Time before or since said Sarah or the said John Toge  
 or their Heirs were never seized of the one hundred & forty four  
 Acres of Land aforesaid & that Sarah had no Right to sell or convey  
 the same & that the same never passed by Virtue of the Deed aforesaid  
 from Sarah to the said Philemon & Amos & that the said Philemon & Amos could  
 never legally obtain or enjoy the same & since which Time the said Sarah  
 hath deceased & so that the Covenant aforesaid hath been broken &  
 To the Damage of the said Amos & Philemon one hundred pounds

216  
 No 59

The Pleas appear by Joseph Lyman Gent<sup>l</sup> their Att<sup>y</sup> & the Deft by James Strong  
 Esq<sup>r</sup> his Att<sup>y</sup> & they agree to a continuance of this Case to the next Term & And it is  
 considered by the Court that they have Day here in Court until the third Tuesday  
 of January next

Daniel Ludington of West Springfield in our County of Hampshire Gen<sup>l</sup> Ludington  
 Pleas v. John Smith Esq<sup>r</sup> of Chutes in our County aforesaid aforesaid Deft in a  
 Plea of the Case for that the said John at West Springfield on the 24<sup>th</sup> day of June  
 last by his Note for Value rec<sup>d</sup> promised the said Daniel to pay him or Order sixteen  
 pounds six shillings & four pence lawful money on Demand with Interest up to  
 said John the requested hath never paid the same but neglects it to the Damage  
 of the said Daniel Twenty pounds & The Parties appear and it is considered by the  
 Court that they have Day here in Court until the third Tuesday of January  
 next

Ludington  
 No 60

Culpepper Rogers of Branford in the County of New Haven & State of Connecticut Rogers Adm<sup>r</sup>  
 cul<sup>r</sup> Gent<sup>l</sup> Rogers v. the Estate of Edmund Rogers late of Branford dec<sup>d</sup> Pleas  
 v. Isaac Barber of West Springfield in the County of Hampshire Gen<sup>l</sup> Barber  
 a Plea of the Case for that the said Isaac at Branford viz<sup>t</sup> at West Springfield on the  
 18<sup>th</sup> day of March Andover 1776 by his Note for Value received procured said  
 Edmund to pay him four pounds nine shillings & six pence lawful money on  
 Demand with Interest up to said Isaac the requested by the Deftor in his life Time  
 & by the said Deftor since his Dec<sup>d</sup> has never paid the same but neglects it to the  
 Damage of the said Culpepper in his Capacity Ten pounds & The Pleas appear by  
 Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Deft the same Time publicly called to come into Court  
 makes Default of Appearance here whereupon it is considered by the Court that the said  
 Culpepper do recover against the said Isaac nine pounds six shillings & two pence lawful  
 money Damages & Costs of Suit taxed at L<sup>h</sup> 9: 3: 4 & there of &c

No 81

Essex Sept. 24. 1790

David Fowler Esq<sup>r</sup> of Southwick in the County of Hampshire Gen<sup>l</sup> Fowler  
 Fowler of the same Southwick Gen<sup>l</sup> Deft in a Plea of the Case for that said  
 Isaac at said Southwick on the 7<sup>th</sup> day of February Andover 1786 was jointly  
 indebted to the said David in the sum of Ten pounds eleven shillings & two pence  
 for sundry Goods wares & Merchandises before that Time sold & delivered and  
 owing to the said David annexed to the Debt & in Consideration thereof promised  
 said David to pay him the same on Demand up to said Isaac the requested he never  
 paid the same but neglects it to the Damage of the said David Ten pounds & The Pleas appear  
 by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Deft the same Time publicly called

D Fowler  
 No 82



makes Default of appearance here ~ Wherefore it is considered by the Court that s<sup>d</sup> David do recover against said Silas seven pounds one shilling & three pence two farthings law<sup>d</sup> Money Damages & Costs of Suit taxed at £ 1. 11. 1 & there of &c  
Exon<sup>d</sup> of Sept 20. 1790

Morley  
vs  
Dickinson  
No. 63.

Isaac Morley of West Springfield in the County of Hampshire Yeoman Plaintiff vs Richard Dickinson of Newbury in the same County Farmer Defendant in a Plea of Trespass on the Case as is at large set forth in the Writ on File &c The said Parties appear & agree to a Continuance of this Case to the next Term, and it is considered by the Court that the said Parties have Day here in Court on the third Tuesday of January next

Moseley  
vs  
Lee  
No. 64.

Hannah Moseley of Westfield in the County of Hampshire Gentlewoman Plaintiff vs Daniel Lee of Northwick in the County of Hampshire Yeoman Defendant in a Plea that said Daniel renders to her s<sup>d</sup> Hannahs Fourteen pounds fifteen shillings & two pence which to her houses & for her detainer for that whereas s<sup>d</sup> Hannah by the Corroborations of the Justices of the Bench of Common Pleas holden at Northampton in & for the County aforesaid on the last Tuesday of August Anno Dom 1785 recovered of s<sup>d</sup> Daniel Thirteen pounds three shillings & four pence law<sup>d</sup> Money Damages & £ 11. 10 Costs of Suit whereof said Lee is convicted, whilst Judgment is in full force unsatisfied & unreversed & whereas Action comes to s<sup>d</sup> Hannah she says s<sup>d</sup> Daniel has requested her now paid the same but refuses to do it to the Damage of s<sup>d</sup> Hannah Twenty pounds — The Plea appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Deft the three Times publicly called to come into Court makes Default of appearance here ~ Wherefore it is considered by the Court that s<sup>d</sup> Hannah do recover against s<sup>d</sup> Daniel thirteen pounds six shillings & nine pence & law<sup>d</sup> Money Damages & Costs of Suit taxed at one pound nine shillings & eleven pence & there of &c  
Exon<sup>d</sup> of Sept 24. 1790

Osborne  
vs  
Hough & al  
No. 65.

Isabel Osborn of Windsor in the County of Hartford & State of Connecticut Yeomaness Plaintiff vs Silas Fowler & Elijah Hough both of Southwick in the County of Hampshire Gentlemen Defts in a Plea of the Case for that s<sup>d</sup> Isabel & al on the 30<sup>th</sup> day of March Anno Dom 1787. at Westfield in the County of Hampshire by their Note in Writing for Value received promised s<sup>d</sup> Isabel to pay him or Order Four pounds sixteen shillings law<sup>d</sup> Money by the first day of October then next with law<sup>d</sup> Interest & yet s<sup>d</sup> Silas & al have requested & have never paid the same but neglected to the Damage of s<sup>d</sup> Isabel Ten pounds ~ The Plea appears by Joseph Lyman Gent<sup>l</sup> his Att<sup>y</sup> & the Deft the three Times publicly called to come into Court makes Default of appearance here ~ Wherefore it is considered by the Court that said Isabel do recover against s<sup>d</sup> Silas & al Five pounds sixteen shillings & one penny law<sup>d</sup> Money Damages & Costs of Suit taxed at £ 1. 12. 11 & there of &c  
Exon<sup>d</sup> of Sept 24. 1790

Douglass  
vs  
Fisher  
No. 66.

Thomas James Douglass of Westfield in the County of Hampshire Gent<sup>l</sup> Plaintiff vs Joseph Fisher of the same Westfield Deputy Sheriff under Elisha Porter Esq<sup>r</sup> Sheriff of the same County Deft in a Plea of the Case for that s<sup>d</sup> Joseph at s<sup>d</sup> Westfield on the 31<sup>st</sup> day of December Anno Dom 1789 by his Note under his hand for Value received promised s<sup>d</sup> Thomas to pay him thirteen pounds law<sup>d</sup> Money worth of good merchantable English Rum of good Flavour & Proof on or by the first day of May coming at Cash price ~ and the Plea says he hath ever been ready to receive the same Rum yet the said Joseph has requested her now paid the same but neglected to the Damage of s<sup>d</sup> Thomas eighteen pounds ~ The



The Plaintiff appears by Joseph Lyman Gent<sup>n</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> the true Tines  
publicly called to come into Court to make Default of Appearance here where  
for it is considered by the Court that if Thomas do recover against the  
said Joseph Thirteen pounds ten shillings & eleven pence of Lawf<sup>y</sup> money  
Damages & Costs of Suit taxed at £ 14. 7. 2. Exp<sup>y</sup> of Sep<sup>r</sup> 24. 1790

Thomas James Douglass of Westfield in the County of Hampshire Gent<sup>n</sup> Plaintiff  
vs Gilbert Douth of Hopkinton in the County of Middlesex Gent<sup>n</sup> & Nathaniel  
Parks of Westfield in the County of Hampshire Esq<sup>s</sup> Defts in a Plea of the  
Case as is at large set forth in the Writ on File &c. The Pl<sup>y</sup> appears by Joseph  
Lyman Gent<sup>n</sup> his Att<sup>y</sup> & the Deft<sup>s</sup> by John Phelps Esq<sup>r</sup> their Att<sup>y</sup> comes move  
that this Case be continued to the next Term & And it is considered by the  
Court that the s<sup>d</sup> Parties have Day here in Court untill the third Tuesday of  
January next

Abner Septon of Westfield in the County of Hampshire Yeoman Pl<sup>y</sup> vs Peter Billedad  
Fowler of the same Westfield Yeoman Deft in a Plea of the Case for that s<sup>d</sup>  
Billedad at said Westfield on the 5<sup>th</sup> day of April Anno Dom<sup>i</sup> 1786 by his Note  
for Value received promised one Blackblack Fowler & Amos Fowler to pay, then  
or Order Thirteen pounds & ten shillings Lawf<sup>y</sup> money on Demand with Int<sup>r</sup>  
not till paid & afterwards on the same 5<sup>th</sup> day of April the s<sup>d</sup> Blackblack &  
Amos by their Endorsement on the Back of s<sup>d</sup> Note ordered the Content thereof  
to be paid the Pl<sup>y</sup> for Value received of which s<sup>d</sup> Billedad had Notice & so  
became chargeable & in Consideration thereof promised the Pl<sup>y</sup> to pay him  
the same accordingly & yet s<sup>d</sup> Billedad the requested has never paid the same  
being left in s<sup>d</sup> the Damage of s<sup>d</sup> Abner Twenty pounds & his Parties appear  
& a Motion of Deft<sup>s</sup> that Case is continued to the next Term

John Noble of Blanford in the County of Hampshire Yeoman Pl<sup>y</sup> vs  
James Wallace of the same Blanford Working Weaver Deft in a Plea of  
Subornion by them entered into before said s<sup>d</sup> Walter Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> &c. The Pl<sup>y</sup>  
was now sent into Court their Award as follows - We the Justices of Peace  
do award Judge & determine that s<sup>d</sup> John Noble retain Poss<sup>n</sup> of the Land  
in Dispute then lying between the Horns of s<sup>d</sup> John & said James / which is  
in the Inclosure of s<sup>d</sup> John & that the Fence which now stands & the ancient  
Line which is apparent by marked Trees be the true Partition & bounda  
ry line between them & And that s<sup>d</sup> John recover against s<sup>d</sup> James two  
pounds ten shillings & one penny Costs of the Cause Costs of Court to be  
taxed by the Court said s<sup>d</sup> Walter David Morley Edward Taylor Refe  
rees - which s<sup>d</sup> Award is accepted & And it is considered by the Court  
that s<sup>d</sup> John may have his Writ of Poss<sup>n</sup> of the Land aforesaid &  
that he recover against s<sup>d</sup> James the Costs of the Cause & Costs of Court taxed  
in the whole at £ 3. 12. 1. Exp<sup>y</sup> of Sep<sup>r</sup> 26. 1790

Horatio Wales of  
vs Benjamin Prescott of Northampton in the County of Hampshire  
Deft in a Plea as is set forth at large in the Writ &c. The Parties appear & it  
is considered by the Court that they have Day here in Court untill the third  
Tuesday of January next

Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup>  
Pl<sup>y</sup> vs Joseph Stands late of Greenwich an absent & absconding Debtor & Thom  
as Powers of the same Greenwich Gent<sup>n</sup> his Agent &c. Defts in a Plea as is  
at large set forth in the Writ on File &c. The Pl<sup>y</sup> being three Times pub  
licly called to come into Court is Morsunt the Deft<sup>s</sup> defaulted & the Attor  
is dismissed

John Stoddard of Northampton in the County of Hampshire merc<sup>t</sup> Pl<sup>y</sup> vs  
Ebeneser Snell Esq<sup>r</sup> & Reuben Deal Yeoman both of Cummington in the County  
aforesaid Defts in a Plea of Trespass on the Case for that s<sup>d</sup> Ebeneser & Reuben at  
Cummington aforesaid on the 12<sup>th</sup> day of March in the Year of our Lord one thousand  
seven hundred & seventy four by their Note of that Date for Value received jointly



and severally promised one Solomon Stoddard to pay him on Order Forty six pounds nine shillings & eight pence lawful money on Demand with interest for the same till paid and afterwards on the 30<sup>th</sup> day of July in the year of our Lord seven hundred & eighty & Solomon by his Indorsement on the same note ordered the Contents thereof then due in part to be paid to the Plff. for Value received of which S<sup>r</sup> Ebenezer & Reuben there afterwards the same 30<sup>th</sup> day of July had Notice & thereby became chargeable to pay the Contents of the same Note to the Plff. and S<sup>r</sup> Ebenezer & Reuben in Consideration thereof promised the Plff. to pay him the same accordingly & yet S<sup>r</sup> Ebenezer & Reuben the requested have never paid the same but neglects it to the Damage of S<sup>r</sup> John Thirty pounds — The Plff. appears by John Taylor Gent<sup>l</sup> his Att<sup>y</sup> & the said Ebenezer one of the Defts (who only has been summoned) also comes into Court & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Stoddard  
vs  
Coudren  
No 74

Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> Plff  
vs  
James Coudren of Pelham in the County aforesaid Yeoman Deft in a Plea of the Case for that S<sup>r</sup> James abt Pelham on the sixteenth day of August Anno Dom 1784 by his Note for Value received promised the Plff. to pay him on Order Fifty seven pounds twelve shillings & two pence lawful money within one month from the Date with Interest till paid & yet S<sup>r</sup> James the often requested hath never paid the Contents of s<sup>r</sup> Note but neglects it to the Damage of S<sup>r</sup> Solomon eighty pounds — The said Parties appear and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Taylor  
vs  
Newell  
No 75

John Taylor of Northboro' in the County of Worcester Yeoman Plff  
vs  
Oliver Newell of Bernardston in the County of Hampshire Husbandman otherwise called Gent<sup>l</sup> Deft in a Plea of the Case for that S<sup>r</sup> Oliver abt Cotrain in s<sup>r</sup> County of Hampshire on the 6<sup>th</sup> day of April Anno Dom 1787 by his Note for Value received promised one Josiah Newell to pay him on Order fifty pounds on Demand with Interest & afterwards on the Day aforesaid S<sup>r</sup> Josiah by his Indorsement on the said Note ordered the Contents thereof to be paid to the Plff. for Value received of which S<sup>r</sup> Oliver afterwards the same Day had Notice & thereby became chargeable & in Consideration thereof promised the Plff. to pay him the same Note accordingly & also for that S<sup>r</sup> Oliver abt Cotrain aforesaid by his other Note for Value received on the third day of April Anno Dom 1783. promised S<sup>r</sup> Josiah to pay him on Order Twenty five pounds on Demand with Interest & afterwards on the same third day of April S<sup>r</sup> Oliver abt Cotrain by his Indorsement on the same Note ordered the Contents thereof for Value received to be paid to the Plff. of which S<sup>r</sup> Oliver there the same Day had Notice & so became chargeable & promised to pay the same accordingly & yet S<sup>r</sup> Oliver the requested hath never paid the Plff. the Contents of either of s<sup>r</sup> Notes but neglects it to the Damage of said John One hundred & twenty pounds — The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Dickinson  
vs  
Wells  
No 76

Elijah Dickinson & Oliver Dickinson both of Hatfield & Hadiah Dickinson of Northfield in the same County Executors of the last Will & Testament of Hadiah Dickinson late of s<sup>r</sup> Hatfield demand Plff. vs Noah Wells of Whately in the County aforesaid Yeoman Deft in a Plea of the Case for that S<sup>r</sup> Noah abt Whately aforesaid on the 1<sup>st</sup> day of March Anno Dom 1789 by his Note for Value received promised the Plffs in their Capacity to pay them Eighty pounds seven shillings & six pence lawful money with Interest on monthly till paid & yet S<sup>r</sup> Noah the requested hath never paid the same but neglects it to the Damage of the said Plffs Ninety five pounds — The Plffs appear by John Taylor Gent<sup>l</sup> their Att<sup>y</sup> & the Deft the three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the Plffs do not require S<sup>r</sup> Noah Eighty eight pounds seven shillings & six pence lawful money Damages & Costs of which taxed at £1.9.5 & thereof &c  
Exhibits. Sept<sup>r</sup> 15. 1790



Elijah Dickinson of Hatfield in the County of Hampshire Gent. Plaintiff  
vs  
Noah Wells of Whately in the County of said Hampshire Deft. in and to the  
of the Case for that Noah at Whately aforesaid on the first day of August  
Anno Dom 1780 by his Note for Value recd. promised the Plaintiff herein  
to order on Demand five pounds one Shilling & eight pence with Interest  
as Noah the requested hath never paid the same but angers it to the  
Damage of said Elijah nine pounds The Plaintiff appears by John Taylor  
Gent. his Att. & the Deft. the three Times publicly called to come into Court  
makes Default of Appearance here wherefore it is considered by the  
Court that the said Elijah do recover against the said Noah six pounds  
twelve shillings & seven pence of lawful Money Damages & Costs of Suit  
Taped at 5 lb 9s 5d & thereof &c  
Given at Sept 15. 1790

218.

Wells  
N<sup>o</sup> 77.

Solomon Stoddard of Northampton in the County of Hampshire Esq. Plaintiff  
vs  
Suba Leonard late of West Springfield in the County aforesaid Executor  
of the last Will & Testament of Benj. Leonard deceased Deft. in & that  
he render to him & Solomon the sum of two thousand pounds which he  
retains from him for this to wit for that whereas the said Benjamin  
deceased on the eighth day of May Anno Dom 1769 at West Springfield  
aforesaid by his Writing obligatory sealed with his seal saw Court  
to be produced bound himself to the said Solomon then Sheriff of  
the County of Hampshire in the full & just sum of two thousand pounds  
lawful Money to be paid to said Solomon his Heirs Executors and  
Administrators whenever after he should be thereto requested & yet  
the often requested said Benjamin never in his life Time paid the  
same to & Solomon nor hath the said Suba Executor as aforesaid since  
the Death of Benjamin ever paid the same but denies to do so to  
the Damage of & Solomon Two thousand pounds The Plaintiff appears  
by John Taylor Gent. his Att. & the Deft. the three Times publicly called  
to come into Court makes Default of Appearance here and thereupon  
it is considered by the Court that this Case be continued for Judgement  
untill the next Term the third Tuesday of January next

Stoddard  
Leonard Ex.  
N<sup>o</sup> 78.

Dickinson &  
at  
Solomon  
N<sup>o</sup> 79



Graham  
v  
Darling & al  
No 80.  
William Graham of Middlefield in the County of Hampshire Plaintiff  
vs  
Elijah Darling of Palmer in the County of Hampshire Defendant  
In a Plea of Trespass wherein the Plaintiff complains  
that said Elijah Darling & Samuel Fairbanks Deputy Sheriff of the County of Hampshire  
July Anno Domini 1790 with Force Arms on him the said William did  
make an assault & upon the said William did thrust three beat wound and  
abuse take & imprison & other Outrages on him the said William then &  
thus committed contrary to Law against the Peace & to the Damage of  
William one hundred pounds The Parties appear & it is considered  
by the Court that they have Day here in Court untill the third Tuesday  
of January next

Hall  
v  
Willard  
No 81.  
Aaron Hall of New Braintree in the County of Worcester Plaintiff  
vs  
Joseph Willard of Norwich in the County of Hampshire Defendant  
In a Plea of Ejectment wherein the Plaintiff demands against the Defendant  
the Possession of a certain Tract of Land lying in Norwich aforesaid City  
one hundred Acres being the South half of Lot Number Fifty seven in  
the second Division of Lots in a Town formerly owned by Jonathan Ware  
excepting parcels conveyed by Deed by said Ware to Edmund Bancroft  
at the South East Corner of said Lot, bounding North on the North half of said  
Lot, East on West Hampton West Line South on Lot Number Fifty six West  
on Williams & Grant, with the Buildings, whereon the Plaintiff says that he  
said Willard being seized of the demanded Premises in his Deemance as  
of Fee the 10th day of April Anno Domini 1786 by his Deed to Purgain  
& Sale of that Date duly executed acknowledged registered & in Court  
to be produced for a valuable Consideration conveyed the demanded Pre-  
mises to the Plaintiff & his Heirs by Force whereof the Plaintiff became seized  
of the demanded Premises in his Deemance as of Fee & sought now to  
be in quiet Possession but the said Willard hath since unjustly entered  
& still holds the Plaintiff out of the same to the Damage of the said Aaron  
two hundred pounds The Plaintiff appears by Philip Morris Gent.  
his Att. & the Defendant by Samuel Stinchley Esq. his Att. & they agree that  
this Case be continued to the next Term & it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January  
next

Shaw  
v  
Thomson  
No 82  
William Shaw of Colrain in the County of Hampshire Plaintiff  
vs  
Elisha Thomson of Colrain in the County of Hampshire Defendant  
under Elisha Porter Esq. Sheriff of the County of Hampshire in a Plea of the Case for  
that the said William absconded withampton on the 25th day of August in the Year of  
our Lord 1786 was possessed of a certain Receipt signed by Thomas Jones Esq.  
then Treasurer of the Commonwealth of Massachusetts whereby the Treasurer did  
acknowledge that he had received of the said William twelve pounds seven  
shillings & two pence in lawful Money worth twenty pounds as of his own  
proper Receipt & being so possessed the said William there on the same Day the  
same Receipt out of his Possession casually lost & afterwards then on the  
same Day the same Receipt into the Possession of the said Elisha by finding came  
nevertheless the said Elisha having the same Receipt to be the Property of said William  
hath now delivered the same to the said William the requested but then afterwards  
on the Day aforesaid the same Receipt to his own Use & Receipt did convert  
& dispose to the Damage of said William twenty pounds The Parties ap-  
pear and it is considered by the Court that they have Day here in Court  
untill the third Tuesday of January next

Brewster  
v  
Church  
No 83  
Elisha Brewster of Worthington in the County of Hampshire Plaintiff  
vs  
Joseph Church of Springfield in the County of Hampshire Defendant  
In a Plea of the Case wherein the said Elisha complains for that on the said  
Joseph a Northampton aforesaid on the twenty fifth day of July in the Year  
of our Lord one thousand seven hundred & eighty nine by his Note of that Date  
for Value received promised the Plaintiff to pay him twenty Spanish milled Dollars



equal to six pounds lawful money in six months from the Date of a Note & also  
 meaning to pay lawful money for the same sum from the Date of the  
 same Note till paid / yet the other requested her never paid the  
 same but neglects it to the Damage of sd<sup>e</sup> Elsie ten pounds — The  
 Plff appears by J<sup>r</sup> Wood bridge Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three times  
 publicly called to come into Court make default of appearance here  
 wherefore it is considered by the Court that sd<sup>e</sup> Elsie do recover against  
 said Mosey Eight shillings of lawful money Damages & Costs of Suit taxed  
 at two shillings — Whereupon the Plff by his Att<sup>y</sup> aforesaid appeals  
 from the Judgment of this Court to the Supreme Judicial Court to be  
 holden at Spring field in & for the County of Hampshire on the fourth  
 Tuesday of September current & he recognises with sureties as the Law  
 directs for said Elsie's prosecuting his said Appeal with Effect as by  
 said Recognizance on File does appear

Comforth Eaton of Chesterfield in the County of Hampshire Plaintiff vs. Patron  
 James Patrick of Goshen in the County aforesaid Defendant in a Plea of Patrick  
 the Case for that the said James at Worthington on the 8<sup>th</sup> day of September Anno A. 84.  
 Domini 1788 by his Note for Value rec<sup>d</sup> promised the Plff to pay him thirty  
 pounds lawful money in Maltstuck at Cash price within one year from  
 the Date of said Note Interest till paid — and the Plff says he has always  
 been ready to receive the same Maltstuck according to the Tenor of sd<sup>e</sup> Note  
 of said James the requested has never paid the same but refuses to do it  
 to the Damage of said Comforth Forty pounds — The Plff appears  
 by J<sup>r</sup> Wood bridge Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by Sam<sup>l</sup> Franklin Esq<sup>r</sup> his  
 Att<sup>y</sup> and it is considered by the Court that they have Day here in  
 Court untill the third Tuesday of January next

Charles Lee of Chesterfield in the County of Hampshire Plaintiff vs. Lee  
 Nathan Sparhawk of Barre in the County of Worcester Gent<sup>l</sup> Def<sup>t</sup> Sparhawk Sparhawk  
 in a Plea as is at large set forth in the Writ on File The Par A. 85.  
 ties appear & it is considered by the Court that they have Day here in  
 Court untill the third Tuesday of January next

John Ingram of Amherst in the County of Hampshire Plaintiff vs. Ingram  
 the Inhabitants of the Town of Amherst aforesaid Def<sup>t</sup> in a Plea of vs  
 the Case for that whereas Benjamin Matton Esq<sup>r</sup> Elsie Smith & Benjamin Atwood A. 86.  
 Bolwood selectmen of the said Town of Amherst being duly authorized  
 at Amherst on the fifteenth day of February Anno Domini 1790 made their  
 certain Bill of Exchange or Order directed to the Treasurer of the said Town  
 requested sd<sup>e</sup> Treasurer to pay to said John twenty two shillings lawful money  
 out of a Tax granted in October & January third last past for sd<sup>e</sup> John keeping  
 Widow Smith & sd<sup>e</sup> John says that on last said day of June last aforesaid  
 sd<sup>e</sup> Order to sd<sup>e</sup> Treasurer to be by him accepted & requested him to accept  
 the same which sd<sup>e</sup> Treasurer then & there refused to do or ever to pay the  
 same of which sd<sup>e</sup> Inhabitants had Notice & so became liable & in Consideration  
 on thereof promised sd<sup>e</sup> John to pay him the same on Demand — Also for  
 that said Inhabitants at Amherst on the same 15<sup>th</sup> day of February were  
 indebted to said John in the sum of Eight pounds three pence shillings lawful  
 money for some money by the said Inhabitants of the said Town there before  
 that Time had & received to him the said John use & in Consideration thereof  
 promised to pay him the same on Demand — yet the said Inhabitants the  
 often requested have never paid either the aforesaid sum but neglect  
 it to the Damage of sd<sup>e</sup> John twelve pounds — The Plff appears by J<sup>r</sup> E. Porter  
 Gent<sup>l</sup> his Att<sup>y</sup> & the Def<sup>t</sup> the three times publicly called to come into Court make  
 default of appearance here — wherefore it is considered by the Court that the said  
 John do recover against the said Inhabitants Eight pounds thirteen shillings & pence  
 Damages & Costs of Suit taxed at £ 1.3.7 & thereof &c —  
 Executed Sept<sup>r</sup> 15. 1790



Porter Esq<sup>r</sup> 4  
Hammun  
No 87  
Elisha Porter of Hadley in the County of Hampshire Esq<sup>r</sup> Sheriff of S<sup>t</sup>. County  
Plff vs Caleb Hammun of Belchertown in the County aforesaid Defendant  
Deft in a Plea of the Case for that E<sup>t</sup> Caleb aforesaid on the Day of  
the Purchase of the W<sup>o</sup>st was justly indebted to said Elisha in the Sum of  
one hundred pounds lawful Money for so much Money that before that Time  
paid laid out & expended by him & Elisha for him & Caleb at his special  
Instance & Request & in Consideration thereof E<sup>t</sup> Caleb then & there promised E<sup>t</sup>  
Elisha to pay him the same Sum on Demand & yet E<sup>t</sup> Caleb the requested  
hath never paid the same but unjustly neglects to do so to the Damage  
of said Elisha one hundred & twenty pounds — The Plff appears by  
J<sup>o</sup>seph E<sup>t</sup> Porter Gent<sup>l</sup> his Att<sup>y</sup> & the Deft the three Times publicly called to come  
into Court makes Default of Appearance here — Wherefore it is considered  
by the Court that the said Elisha do recover against E<sup>t</sup> Caleb one hundred  
pounds of lawful Money Damages & Costs of Suit taxed at L<sup>1</sup> 10 9 & 10 p<sup>ts</sup> on  
Ex<sup>o</sup> con<sup>o</sup> 8<sup>th</sup> April 1<sup>st</sup> 1791 —

Smith  
Warner  
No 88  
Philip Smith of Hadley in the County of Hampshire Gent<sup>l</sup> Plff vs Thomas  
Warner of Ashfield in the County aforesaid Gent<sup>l</sup> Deft in a Plea of  
the Case for that T<sup>h</sup> Thomas aforesaid upon the 17<sup>th</sup> day of October  
anno Dom<sup>o</sup> 1789 by his Note for Value received promised P<sup>r</sup> Philip to pay  
him twenty five Gallons of English Wh<sup>o</sup> India Rum delivered at the Store  
of M<sup>r</sup> John Calver in Hartford in that State of Connecticut on Demand  
and P<sup>r</sup> Philip says P<sup>r</sup> Rum was then & there worth four shillings by the  
Gallon & that he hath been always there ready to receive the same & yet  
P<sup>r</sup> Thomas the requested has never delivered P<sup>r</sup> Rum or in any way perform  
ed his said Promise but unjustly neglects it to the Damage of said  
Philip twenty pounds — The Plff appears by J<sup>o</sup>seph E<sup>t</sup> Porter Gent<sup>l</sup> his Att<sup>y</sup>  
and the Deft the three Times publicly called to come into Court makes De  
fault of Appearance here — Wherefore it is considered by the Court that  
the said Philip do recover against P<sup>r</sup> Thomas seven pounds sixteen  
shillings & three pence lawful Money Damages & Costs of Suit taxed at L<sup>1</sup> 3 3  
& 10 p<sup>ts</sup> on  
Ex<sup>o</sup> con<sup>o</sup> 8<sup>th</sup> Sept<sup>r</sup> 21<sup>st</sup> 1790 —

Smith  
Took & al  
No 89  
Jonathan Smith of Chilmark in the County of Dukes County Clerk Plff  
vs Jonas Gleason of Rowe in the County of Hampshire Yeoman & Obed Took  
of Greenfield in the same County Gent<sup>l</sup> Deft in a Plea of the Case for that  
said Jonas & Obed at Myrfield in that County of Hampshire on the 13<sup>th</sup> day  
of November anno Dom<sup>o</sup> 1781 by their Note for Value received promised said  
Jonathan to pay him four pounds sixteen shillings lawful Money on Demand  
with lawful Interest for the same till paid & yet P<sup>r</sup> Jonas & Obed the requested  
have neither of them ever paid the same but neglect it to the Damage of said  
Jonathan nine pounds — The Plff appears by J<sup>o</sup>seph E<sup>t</sup> Porter Esq<sup>r</sup> his Att<sup>y</sup> & the said  
Jonas & Obed the three Times publicly called to come into Court & make De  
fault of Appearance here — Wherefore it is considered by the Court that  
said Jonathan do recover against the P<sup>r</sup> Jonas & Obed seven pounds seven  
shillings & six pence lawful Money Damages & Costs of Suit taxed at L<sup>1</sup> 3 18 9  
& 10 p<sup>ts</sup> on  
Ex<sup>o</sup> con<sup>o</sup> 8<sup>th</sup> Sept<sup>r</sup> 15<sup>th</sup> 1790 —

Bingham  
Goodman  
No 90  
Isabel Bingham of Hanover in the County of Grafton & State of New Hampshire  
Shire Trader Plff vs Noah Goodman of South Hadley in the County of Hamp  
shire Esq<sup>r</sup> Deft in a Plea as is at large set forth in the Writ on the 1<sup>st</sup> do  
The said Parties appear and agree to a continuance of this Case to the next  
Term — And it is considered by the Court that the said Parties have  
Day here in Court untill the third Tuesday of January next —



Moses Goddard of Orange in the County of Hampshire Gent<sup>l</sup> Plaintiff Martin  
Stevens of the same Orange Husbandman Def<sup>t</sup> in a Plea as is at large set  
forth in the Writ outfiled. The Plea appears by John Barrett Gent<sup>l</sup> his Att<sup>y</sup> Goddard  
2<sup>d</sup> Def<sup>t</sup> by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> and they agree to a Continuance of Stevens  
the Case to the next Term ~ And it is considered by the Court that they have  
Day here in Court untill the third Tuesday of January next N<sup>o</sup> 91

Daniel Whitney of Warwick in the County of Hampshire Husbandman Pl<sup>ff</sup> v.  
Abraham Roberts late of the same Warwick Husbandman an absconded absconding  
Debtor & John Moore of the same Warwick Husbandman Agents of S<sup>r</sup> Abraham  
Def<sup>t</sup> in a Plea of the Case for that S<sup>r</sup> Abraham at Roxbury Vic<sup>l</sup> at Warwick  
in the County of Hampshire on the 2<sup>d</sup> Day of November Anno Dom<sup>i</sup> 1787 by  
his Note for Value rec<sup>d</sup> promised one Elisha Whitney to pay him on Order  
six pounds Twelve shillings & three pence on Demand with the Use and  
said Elisha there on the same day by his Indorsement on s<sup>d</sup> Note on  
and the Contents thereof to be paid to the Pl<sup>ff</sup> for Value rec<sup>d</sup> of which the  
S<sup>r</sup> Abraham then & there had Notice & so became liable & in Consideration  
thereof promised the Pl<sup>ff</sup> to pay him the same ~ Yet S<sup>r</sup> Abraham the re-  
quested has not paid the same subregeitly it & is absconded out of the  
Commonwealth & hath absconded & so conveyed himself & his Proper  
by that means can become ab<sup>t</sup> to be attached to the Damage of Daniel  
Twelve pounds ~ The Plea appears by John Barrett Gent<sup>l</sup> his Att<sup>y</sup>  
and the S<sup>r</sup> John Moore the Agents aforesaid comes into Court in his own Person  
& being sworn declares upon his Oath that he had not at the Time of the  
Service of the Writ any Goods Effects or Credits of the S<sup>r</sup> Abraham in his  
hands ~ And it is considered by the Court that this Case be continued to  
the next Term the third Tuesday of January next

Ethan Williams of Dursfield in the County of Hampshire Widow Esq<sup>r</sup> of the last  
Will & Testament of Thomas Williams late of Dursfield aforesaid Esq<sup>r</sup> deceased  
Pl<sup>ff</sup> as Executor of the last Will & Testament of the said deceased Esq<sup>r</sup> deceased  
his wife / formerly Mary Stanks / Executrix of the last Will & Testament  
of the said Stanks late of Salisbury in the County aforesaid deceased Def<sup>t</sup>  
in a Plea of the Case for that S<sup>r</sup> Abner in his life Time on the 24<sup>th</sup> day of October  
Anno Dom<sup>i</sup> 1768 by his Note for Value received promised S<sup>r</sup> Thomas  
then alive to pay him Eight pounds eleven shillings one penny two far  
things on Demand with Interest Yet S<sup>r</sup> Abner the requested in his life  
Time never paid the same, nor hath the said Mary since the Decease  
of S<sup>r</sup> Abner ever paid the same either to S<sup>r</sup> Thomas or his Executrix  
subregeitly it to the Damage of the said Ethan Williams proceeds  
The Plea appears by Ephraim Williams Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup>  
the three Times publicly called to come into Court make Default of  
appearance here ~ Wherefore it is considered by the Court that  
the said Ethan do recover against S<sup>r</sup> Abner & Mary Thirteen pounds  
four shillings of lawful Money Damages & Costs of Suit taxed ab<sup>t</sup>  
L<sup>rd</sup> Es<sup>r</sup> 3<sup>d</sup> thereof &c  
Exon<sup>is</sup> Sept<sup>r</sup> 22<sup>d</sup> 1790

Benjamin Nash of Salisbury in the County of Hampshire Yeoman  
Appell<sup>l</sup> vs John Giles of Charlemont in the County aforesaid Yeoman App<sup>l</sup>  
from the Indignment of Hugh M<sup>r</sup> Chellan Esq<sup>r</sup> Just<sup>l</sup> J<sup>st</sup> in which Case  
said John was Pl<sup>ff</sup> & S<sup>r</sup> Bury Def<sup>t</sup> in a Plea of the Case for that said  
Benjamin at Exon<sup>is</sup> on the 27<sup>th</sup> day of February last was justly in  
debted to the Pl<sup>ff</sup> in the Sum of Ninety shillings & six pence for a certain  
Quantity of Bricks sold & delivered him & this Special Instance & Request  
& in Consideration thereof promised the Pl<sup>ff</sup> to pay him the same Sum on  
Demand with Interest Yet he hath never paid the same the requested but re-  
glut it to the Damage of S<sup>r</sup> John eighty shillings ~ The Parties appear  
and agree to a Continuance of this Case to the next Term ~ And it is con-  
sidered by the Court that they have Day here in Court untill the third  
day of January next



Craige  
vs  
Allen  
No 95

Thomas Craige of Westminster in the County of Middlesex & State of Vermont Plaintiff vs. Elijah Allen of Northampton in the County of Hampshire Sheriff Defendant in a Plea of the Case for that said Elijah at his Northampton on the 19th day of February in the Year of our Lord 1788 by his Note for Value received promised the Plaintiff to pay him his pounds one shilling & eight pence on Demand - yet the Plaintiff requested said Elijah rather never paid said Note but neglects it to the Damage of said Thomas Ten pounds - The Plaintiff being now three Times called to come into Court in Worcester the Plaintiff appears & prays he may be allowed his Cost and it is considered by the Court that said Elijah do recover against Thomas his Costs taxed at £ 0 15 0 & that of &c -

Cook  
vs  
Andrews  
No 96

Samuel Cook of New Salem in the County of Hampshire Plaintiff vs. Thomas Andrews of the same New Salem Defendant in a Plea of the Case for that whereas on the ninth day of April 1790 Conversation was had & moved by & between the said Thomas & Samuel concerning the purchase of a certain Chestnut coloured mare about eight years old which said Thomas declared to the said Cook was found in all her Limbs & Wind & warranted her to be so. whereupon said Cook purchased said mare of said Andrews & paid him therefor Twelve pounds lawful Money - now Cook avers that said mare at the Time he purchased her of said Andrews was spavined in both her hind Legs & that said Andrews at the Time of the Sale & Delivery of said mare knew her to be spavined as aforesaid. by Reason whereof said Cook has lost the Use of her and the said twelve pounds paid for her as aforesaid to the Damage of said Samuel Twenty pounds - This Case was commenced before Charles Porter Esq. Justice of the Peace and is now brot up to this Court as the Statute in such Case made & provided directs - The said Parties personally appears agree to refer this Case to the Judgement & Determination of Joshua Willard Esq. Ebenezer Maltison Esq. & Caleb Wick the Award of them or any two of them to be final to be returned into this Court, Judgement to be made up & Executed accordingly - And it is considered by the Court that the Agreements aforesaid of the said Parties be the Rule of this Court in this Case & that they have Day here in Court untill the third Tuesday of January next -

Simons  
vs  
Adams  
No 97

Simon Dickinson of Amherst in the County of Hampshire Plaintiff vs. Thomas Adams of Hadley in the County aforesaid Defendant in a Plea of the Case for that said Thomas at Hadley on the 18th day of November last by his Note for Value received promised said Simon to pay him five pounds sixteen shillings lawful Money on Demand with the lawful Interest for the same till paid - yet said Thomas the request hath never performed his said Promise but neglects it to the Damage of said Simon five pounds - This Case was commenced before Charles Porter Esq. Justice of the Peace and is now brot up to this Court as the Statute in such Case provided directs - And now the Plaintiff appears by Simon Strong Esq. his Att. & the Defendant the three Times publicly called & to come into Court makes Default of appearance here - whereupon it is considered by the Court that said Simon do recover against said Thomas five pounds four shillings & one penny Damages & Costs of such taxed at £ 1 10 3 & that of &c -

Exon. of Apr 5. 1791 -

Goodman  
vs  
Wick Esq.  
No 98

Noah Goodman of South Hadley in the County of Hampshire Esq. Plaintiff vs. Martin Wick of the same South Hadley Blacksmith Defendant in a Plea de as is set forth at large in the Writ on File de - The Plaintiff appears by Simon Strong Esq. his Att. & the Defendant by John Hooker Esq. his Att. & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next -

Cooley  
vs  
Bellings  
No 99

Daniel Cooley of Amherst in the County of Hampshire Plaintiff vs. Joel Bellings of Leverett in the County aforesaid Defendant in a Plea of the Case for that said Joel at Amherst on the 17th day of August Anno Domini 1781 by his Note for Value received promised said Daniel to pay him or Order



Five pounds eight shillings lawful Money within the month from the date of said Note with lawful Interest for the same till paid - Also for that the said Joel ab'said Amherst on the 6th Day of October last was justly indebted to said Daniel in the sum of nineteen pounds seventeen shillings & three pence lawful Money per Articles contained in the Schedule annexed & in Consideration thereof said Joel then & there undertook & promised & Daniel to pay him the same on Demand - Yet said Joel the requested has never paid either the sum aforesaid but neglects it to the Damage of said Daniel Thirty four pounds - This Case was commenced before Esq<sup>r</sup> Porter Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> and is now bro't up to this Court as the Statute in such Case provided directs - The Plff appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Daniel do recover against said Joel Twenty eight pounds one shilling & three pence lawful Money Damages & Costs of Suit taxed at the Pleas & thereof &c -  
Ex<sup>o</sup> County Sept 8<sup>th</sup> 1790

Subst<sup>d</sup> of  
Greenwich  
App<sup>t</sup> is  
Sellow  
N<sup>o</sup> 100

The Inhabitants of the first Parish in Greenwich in the County of Hampshire Appell<sup>t</sup> vs. John Sellow of Haverhill in the County of Wor<sup>st</sup>ester Clerk App<sup>t</sup> from the Judgment of Joseph McKeary Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> in which Case the said John was Plff & the said Inhabitants were Def<sup>t</sup>s in a Plea of the Case for that the said Inhabitants ab's Greenwich on the Day of the purchase of the Writ were indebted to the Plff in the sum of four pounds lawful Money for so much Money before that Time by said Inhabitants had & received to the Use of the Plff & in Consideration thereof promised the Plff to pay him the same then on Demand - Yet said Inhabitants the requested have not paid & have but neglected it to the Damage of said John four pounds - The said Parties appear by their Att<sup>r</sup>s & agree that this Case be continued to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Benjamin Bolthwood of Amherst in the County of Hampshire Gent<sup>l</sup> Plff vs. John Nash of the same Amherst Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the Case for that said John ab's Amherst on the 6<sup>th</sup> day of August Anno Dom<sup>o</sup> 1790 was justly indebted to said Benamer in the sum of twenty pounds one shilling & eight pence two farthings lawful Money according to the Account annexed to the Writ & in Consideration thereof promised said Benamer to pay him the same then on Demand - Yet said John the requested hath never paid the same or any part thereof but neglects it to the Damage of said Benamer twenty pounds - The Plff appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the Def<sup>t</sup> the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Benamer do recover against the said John sixteen pounds fifteen shillings & six pence of lawful Money Damages & Costs of Suit taxed at the Pleas & thereof &c -  
Ex<sup>o</sup> County Sept 21<sup>st</sup> 1790

Bolthwood  
Nash  
N<sup>o</sup> 101

Elisha Warner of Belchertown in the County of Hampshire Gent<sup>l</sup> Plff vs. Esq<sup>r</sup> Porter Esq<sup>r</sup> Sheriff of the same County Def<sup>t</sup> in a Plea of Turbap<sup>o</sup> on the Case as is set forth at large in the Writ on File &c - The Parties appear and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Warner  
Porter Esq<sup>r</sup>  
N<sup>o</sup> 102



Boutain &  
as  
Bois  
N<sup>o</sup> 103.

This Excellency James Baddon of Bolton in the County of Suffolk Esq<sup>r</sup>  
Plff<sup>r</sup> vs Joel Boas of Blanford in the County of Hampshire Yeoman Deft<sup>r</sup> in a  
Petition of Entry upon Distress wherein said James demands against said Joel a cer-  
tain Tract of Land with the Appurtenances lying in Blanford aforesaid con-  
taining about one hundred & thirty Acres being part of the original Lot Number  
Two and bounded West on Blanford River North on Land in Possession of  
David Blain East on Land in Possession of Isaac Gibbs South on Land  
in Possession of Elijah Gibbs and the said James  
whereon said James says that he within thirty years now last past was  
seised of the demanded Premises in his Demesne as of fee & Right in a  
Title of Deceit taking the profits thereof to the Value of forty Shillings by the  
Year & that said Joel with force unjustly & without Judgment entered  
into the same & thereof depriued the said James & sett unjustly upon  
the said James out of the same to the Damage of said James two hundred pounds.

The Plff<sup>r</sup> appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> and the said Joel by  
Messrs Bliff Esq<sup>r</sup> his Att<sup>r</sup> comes into Court & defends his Right to the  
demanded Premises & to the Warranties thereof voucheth William  
Boas of said Blanford Yeoman whose Deed of Bargain & Sale thereof  
with Warranty he hath and now at this same Term said William  
on summons made him in the County comes into Court in his  
Proper Person and freely warrants to said Joel the said demanded Premi-  
ses with the Appurtenances & defends his Right & to the Warranties  
thereof further voucheth Messrs Draper of Roxbury in the County of Suffolk  
Gent<sup>l</sup> whose Deed of Bargain & Sale thereof with Warranty he hath and  
prays Leave to impart unto the next Term of this Court that he may  
summon the said Messrs Draper to warrant the said Premises & him  
& that a Writ of Summons as a warrant Dandum be issued therefor  
and it is granted unto him &c

Strong &  
Thompson  
N<sup>o</sup> 104.

Simon Strong of Amhurst in the County of Hampshire Esq<sup>r</sup> Plff<sup>r</sup> vs Benj<sup>n</sup>  
Thompson of Warr in the County aforesaid Yeoman Deft<sup>r</sup> in a Petition of the  
Case for that said Benjamin at Amhurst on the twentieth day of July Anno  
Dom 1789 by his Note for Value recd promised said Simon to pay him or  
Order Seven pounds sixpence & four pence lawf<sup>l</sup> Money on Demand and with  
lawf<sup>l</sup> Interest for the same till paid & yet said Benjamin the aforesaid  
has never paid the same but neglected up to the Damage of said Simon  
Eight pounds The Plff<sup>r</sup> appears & the Deft<sup>r</sup> the three Times called  
to come into Court make Default of Appearance here wherefore it is  
considered by the Court that said Simon do recover against said Benjamin  
Seven pounds Sixpence & four pence lawf<sup>l</sup> Money Damages  
& Costs of Suit taxed at L<sup>ts</sup> 10s 2d & thereof &c

Bolwood  
Parish in  
Amhurst  
N<sup>o</sup> 105

Samuel Bolwood of Conway in the County of Hampshire Trades Plff<sup>r</sup>  
vs the Inhabitants of the parish of Amhurst in the County aforesaid Deft<sup>r</sup>  
in a Petition of the Case for that said Inhabitants at Amhurst on the 5<sup>th</sup> Day of  
November in the Year of our Lord 1788 were justly indebted to said Samuel  
in the Sum of Six pounds eight shillings & seven pence lawf<sup>l</sup> Money for  
Articles contained in the Schedule annexed & in consideration thereof said  
Inhabitants then & there undertook & promised said Samuel to pay him the  
same Sum on Demand & yet said Inhabitants the aforesaid have never paid  
the same but neglected it to the Damage of said Samuel Seven pounds & the Plff<sup>r</sup>  
appears by Simon Strong Esq<sup>r</sup> his Att<sup>r</sup> & the Deft<sup>r</sup> the three Times publicly  
called to come into Court make Default of Appearance here wherefore  
it is considered by the Court that the said Samuel do recover against the  
Inhabitants of the parish of Amhurst Six pounds eight shillings &  
seven pence of lawf<sup>l</sup> Money Damages & Costs of Suit taxed at L<sup>ts</sup> 10s 2d  
thereof &c  
Exon<sup>l</sup> Oct<sup>r</sup> 15. 1790



Elizabeth Dickinson Gent<sup>l</sup> & Edwin Dickinson of Hallowell in the County of Hancock  
 shew & shew that Dickinson of Northfield in the same County Gent<sup>l</sup> Executors of the  
 last Will & Testament of Obadiah Dickinson late of Hallowell Demand M<sup>rs</sup> is. Dickinson v. Dickinson  
 Mary Smith of Hallowell aforesaid & assigns in writing on the Estate of Samuel  
 Smith late of Hallowell Gent<sup>l</sup> demand Debt in a Plea of the Case for that said Smith & assigns  
 as s<sup>d</sup> Obadiah in his life time to wit at Hallowell on the last day of Dec<sup>r</sup> 1786  
 under Anno Dom<sup>o</sup> 1789 had sold & delivered to said Samuel & his assigns  
 divers Goods &c he said Samuel then living in consideration thereof on the  
 same day & year promised s<sup>d</sup> Obadiah to pay him so much money as  
 the same Goods &c were reasonably worth on Demand with Lawf<sup>l</sup> Interest and  
 Executors say that the same were reasonably worth at the time of the sale  
 two hundred & seventy pounds Lawf<sup>l</sup> Money & yet said Samuel the often  
 requested in his life time never paid the same nor hath s<sup>d</sup> Mary ever  
 paid the same but neglects it to the Damage of s<sup>d</sup> Executors Three hundred  
 pounds. The Parties appear & it is considered by the Court that  
 they have Day here in Court next till the third Tuesday of January next

Richard Clarke late of Boston in the County of Suffolk Esq<sup>r</sup> & David A. Clark  
 both late of South Hadley & Enos Clark late of Belmunt in the County of  
 Hampshire Joyners Defts in a Plea of the Case for that s<sup>d</sup> David & Enos at North  
 ampton on the twentieth day of September in the Year of our Lord 1785. by  
 their Note for Value received promised s<sup>d</sup> Richard to pay him twelve  
 pounds nineteen shillings & nine pence half penny in Lawf<sup>l</sup> Silver  
 Money within twelve months with Lawf<sup>l</sup> Interest yet said David & Enos  
 the requesters have never paid the same but neglect it to the Damage of  
 said Richard Eighteen pounds. The Plea appears by Simon Strong  
 Esq<sup>r</sup> his Att<sup>y</sup> & the Defts the three Times publicly called to come into Court  
 make Default of Appearance here. Wherefore it is considered by the  
 Court that the said Richard do recover against the said David & Enos sixteen  
 pounds seven shillings & eight pence Lawf<sup>l</sup> Money Damages & Costs of Suit  
 taxed at £2 12s 2d & thereof. Exon of Dec<sup>r</sup> 28. 1791

Simon Strong of Amherst in the County of Hampshire Esq<sup>r</sup> Pl<sup>ff</sup> Strong &  
 A. Mose Chandler of Deerfield in the County aforesaid Joyners Defts for  
 in a Plea of the Case for that s<sup>d</sup> Mose at Amherst on the 15<sup>th</sup> day of Chandler  
 May Anno Dom<sup>o</sup> 1784 by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Simon  
 to pay him or his Order four pounds seven shillings & three pence Lawf<sup>l</sup>  
 Money on Demand with Lawf<sup>l</sup> Interest for the same till paid yet  
 s<sup>d</sup> Mose the requesters hath never paid the same but neglects it to the  
 Damage of said Simon Ten pounds. The Plea appears & the Defts  
 the three Times publicly called to come into Court makes Default of  
 Appearance here. Wherefore it is considered by the Court that s<sup>d</sup> Simon  
 do recover against s<sup>d</sup> Mose six pounds one shilling Lawf<sup>l</sup> Money Dam  
 ages & Costs of Suit taxed at £1 1s 0d & thereof. Exon of Feb<sup>r</sup> 15. 1790

David Munroe of Northboro in the County of Worcester Gent<sup>l</sup> & Elizabeth his  
 Wife Pl<sup>ffs</sup>. vs. Elyah Gibbs of Blanford in the County of Hampshire Joyners  
 Defts in a Plea of Case upon Dispersin wherein s<sup>d</sup> David & Elizabeth demand ag<sup>t</sup> Gibbs  
 said Elyah a Tract of Land with the Appurtenances lying in Blanford Count<sup>y</sup> N<sup>o</sup> 109  
 siting one hundred Acres being the South parts of Lot Number Five bounded  
 West on Blanford Line South on Lot Number Six East on Land in Possession  
 of Isaac Gibbs North on Land belonging to the same original Lot Number Five  
 in Possession of Joel Boies as the Right & Interest of the said Elizabeth  
 & widow of John Joye Father of s<sup>d</sup> Elizabeth & whose Share she is was seized in his  
 Demise as of her within fifty Years now last past & into which s<sup>d</sup> Elyah hath such  
 Entry but after the Dispersin done by Joseph Heath to s<sup>d</sup> John Joye & whereon  
 s<sup>d</sup> David & Elizabeth say that s<sup>d</sup> John Joye was seized of the demanded Pre  
 mises in his Demise as of her & right in Fee & are taking the Profits  
 thereof to the Value of twenty shillings by the Year & the s<sup>d</sup> Joseph Heath  
 unjustly & without Right men in had into the same & thereof dispersed said



Thomas, from whom the right of the demanded premises descended to said Elizabeth as Heirs & Heirs of John & Elizabeth still decessed & David & Elizabeth & hold them out to their Damage two hundred pounds. The Plaintiff by Sir Isaac Pym Esq. his Att<sup>y</sup> & the said Elizabeth by Moses, Esq. his Att<sup>y</sup> comes & defends his rights to the Lands demanded with the appurtenances & to the Warranty thereof & voucheth William Boies of Blenkinsdale aforesaid Yeoman whose Deed of Bargain & Sale thereof with Warranty thereof he hath. And now at this same Term upon Summons made him in the County the said William comes into Court in his proper Person & freely warrants to said Elizabeth the said Demanded Tracts of Land with the appurtenances & defends his rights to the same & to the Warranty thereof & voucheth Moses Draper of Roxbury in the County of Suffolk Gent. whose Deed of Bargain & Sale thereof with Warranty thereof he hath & said William prays leave to impart to the next Term that he may summon Moses to warrant the Demanded Premises to him & that a writ of Summons & a warrant & return may issue to summon Moses accordingly & it is granted unto him &c.

Warner  
v  
Brinton  
No 110.

Isaiah Warner of Shutesbury in the County of Hampshire Yeoman Plaintiff William Brinton of the same Shutesbury Yeoman Defendant in a Plea of the Case for that s<sup>d</sup> William at Amherst on the 4<sup>th</sup> day of May Anno Dom 1786 by his Note of that Date for Value rec<sup>d</sup> promised s<sup>d</sup> Isaiah to pay him or Order the Value of eighty pounds in lawful money within four years from the Date of s<sup>d</sup> Note OR one third thereof in money one third thereof in Grain at half price & the other third in real Estate at cash price & to pay & deliver the same Estates at Shutesbury with lawful interest for the same till paid & s<sup>d</sup> Isaiah says he was always ready to receive the same Yet s<sup>d</sup> William the requested has never paid the same but neglects it to the Damage of s<sup>d</sup> Isaiah Fifty pounds. The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next.

Mather  
v  
White  
No 111.

Isaiah Mather of Northampton in the County of Hampshire Yeoman Plaintiff Jos White of the same Northampton Yeoman Defendant in a Plea of Trespass for breaking & entering his Close called his Saw Lot &c &c to his Damage Ten pounds. The said Parties appear & agree to refer this Case to the Judgment & Determination of Mess<sup>rs</sup> Ephraim Wright Esq. Jacob Parsons & John Lyman the award of them or any two of them to be signed to be returned into this Court Judgment to be made up & executed accordingly. And it is considered by the Court that the agreement aforesaid of the said Parties, be the Rule of this Court in this Case & that they have Day here in Court untill the third Tuesday of January next.

Same  
v  
Same  
No 112.

Isaiah Mather of Northampton in the County of Hampshire Yeoman Plaintiff Jos White of the same Northampton Yeoman Defendant in a Plea of Trespass on the Case as is at large set forth in the Declaration on File &c. The Parties appear & agree to refer this Case to the Judgment & Determination of Mess<sup>rs</sup> Ephraim Wright Esq. Jacob Parsons & John Lyman the award of them or any two of them to be signed to be returned into this Court Judgment to be made up and executed accordingly. And it is considered by the Court that the agreement aforesaid of the s<sup>d</sup> Parties be the Rule of this Court in this Case & that they have Day here in Court untill the third Tuesday of January next.

Allis  
v  
Lawrence  
No 113.

Josiah Allis of Whately in the County of Hampshire Gent. Plaintiff Samuel Lawrence of Montague in the County aforesaid Yeoman Defendant in a Plea of the Case for that s<sup>d</sup> Samuel at s<sup>d</sup> Whately on the 9<sup>th</sup> day of April Anno Dom 1789 by his Note for Value rec<sup>d</sup> promised said Josiah to pay him or Order Forty pounds, two shillings & five pence by the first day of May then next. Yet s<sup>d</sup> Samuel the often requested hath never paid the same but neglects it to the Damage of said Josiah Five pounds.



This case was commenced before John Williams Esq. Just. Pac. & is now brought up to the Court as the Statute in such case provided directs. The Plaintiff appears by William Pullings Esq. His Att. & the Deft. the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Joseph do recover against Samuel Four pounds nine shillings & five pence law Money Damages & Costs of Suit taxed at £ 1. 11. 3 & thereof Execut. 22<sup>nd</sup> Feb. 1790

Samuel Ware of Conway in the County of Hampshire Esq. Plaintiff Tertius French Ware of Conway a person Gent. Deft. in a Plea of the Case for the said Tertius is not paying him Five pounds from shillings & nine pence on Demand with Interest according to his Note dated March 2<sup>nd</sup> 1790 & his Damages Ten pounds. The Plaintiff appears by Wm. Pullings Esq. His Att. & the Deft. the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Samuel do recover against Tertius Six pounds eight shillings & five pence law Money Damages & Costs of Suit taxed at £ 1. 5. 7 & thereof Execut. 22<sup>nd</sup> Feb. 1790

Samuel Ware of Conway in the County of Hampshire Esq. Plaintiff Thomas Warner of Litchfield in the County of Warwick Gent. Deft. in a Plea of the Case for the said Thomas is not paying him Twelve pounds law Money in what hath been agreed Warner by his Note dated April 2<sup>nd</sup> 1789 to his Damage of said Samuel Eighteen pounds. The Plaintiff appears by Wm. Pullings Esq. His Att. & the Deft. the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Samuel do recover against said Thomas Twelve pounds two shillings & ten pence Law Damages & Costs of Suit taxed at £ 1. 3. 3 & thereof Execut. 22<sup>nd</sup> Feb. 1790

Tertius French of Conway in the County of Hampshire Gent. Plaintiff Moses Hubbard of the same County Farmer Deft. in a Plea of the Case for his not paying Tertius Six pounds in what hath been agreed to his Note dated April 2<sup>nd</sup> Anno Domini 1789 to his Damage Ten pounds. The Plaintiff appears by William Pullings Esq. His Att. & the Deft. the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Tertius do recover against the said Moses Six pounds ten shillings & 2<sup>nd</sup> Law Money Damages & Costs of Suit taxed at £ 1. 5. 11 & thereof Execut. 22<sup>nd</sup> Feb. 1790

Gains Vansoon of Springfield in the County of Hampshire Esq. Plaintiff Eldad Parsons of Belmestown in the County of Hampshire Esq. Defendant. From the Judgment of Samuel Shirley Esq. Justice of the Peace in & for the said County in which Case the said Eldad was Deft. & Gains Plaintiff in a Plea of the Case for that Gains at Springfield on the fourth Day of March Anno Domini 1789 in Consideration that Eldad & the Request of Gains had there before that Time sold & delivered to him an Axe appraised on himself & to the Plaintiff then & there promised to pay him therefor so much Money as the said Axe was worth when he should be requested & the Plaintiff says & he was worth six shillings & also that Gains at Springfield on the 1<sup>st</sup> day of June Cash being pretty indebted to the Plaintiff in another sum of thirty shillings for the like sum then before that Time had received to the use of Eldad at his Request & in Consideration thereof Gains promised to pay him the same on Demand & yet Gains the requested hath never paid either the sum aforesaid but willed it to the Damage of Eldad Forty shillings. The Plaintiff appears & it is considered by the Court that they have Day here in Court until the third Tuesday of January next.



Inlay & Shaw  
N<sup>o</sup> 118  
William Inlay of Hartford in the County of Hartford & State of Connecticut  
vs  
William Shaw of Palmer in the County of Hampshire  
Yeoman & Aaron Groves of Palmer Gentlemen in & Plea of the Case for  
their not paying him One hundred pounds according to their Note Dated  
April 26<sup>th</sup> Anno Domini 1784 to his Damage Thirty six pounds  
The Parties appear & agree to a continuance of this Case & it is con-  
sidered by the Court that they have Day here in Court untill the third  
Tuesday of January next

Parker Esq<sup>r</sup>  
Regalor  
N<sup>o</sup> 119  
Warham Parker of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs  
Titus Regalor of Southwick in the County of Hampshire a forsaide Yeoman Deft in  
a Plea of the Case for said Titus's not paying & Warham on Order Eighteen pounds  
seven shillings & one penny lawf<sup>l</sup> Money according to his Note Dated February  
2<sup>nd</sup> Anno Domini 1784 to the Damage of said Warham Thirty pounds  
Which Case was commenced before Moses Bliff Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now brot  
up to this Court as the Statute in such Case made provided directs  
The Parties appear & agree to a continuance of this Case & it is consider-  
ed by the Court that they have Day here in Court untill the third Tuesday  
of January next

Sheldon  
vs  
Howler  
N<sup>o</sup> 120  
William Sheldon of Westfield in the County of Berkshire Yeoman  
Pliff vs  
Biddad Fowler of Westfield in the County of Hampshire Yeoman  
Deft in a Plea of the Case for & Biddad's not paying & William Eighteen  
pounds eighteen shillings according to his promise by his Note Dated Nov<sup>r</sup>  
18<sup>th</sup> Anno Domini 1784 to the Damage of & William Twenty five pounds  
This Case was commenced before Moses Bliff Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now brot  
up to this Court as the Statute in such Case made & provided directs  
The Parties appear & agree to a Continuance, it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January next

Porter  
vs  
Leach  
N<sup>o</sup> 121  
Samuel Porter of Hadley in the County of Hampshire Gent<sup>l</sup> Pliff vs  
Thank of Southwick in the County of Hampshire a forsaide Gent<sup>l</sup> Deft in a Plea of the said  
for his not paying Thirty four pounds four shillings & ten pence lawf<sup>l</sup> Money  
according to his Note dated May 16. 1789 also for not paying him Ten pounds  
twelve shillings & ten pence according to his Note of the Date aforesaid to the  
Damage of said Samuel Fifty pounds  
Which Case was commenced  
before Moses Bliff Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> & is now brot up to this Court as the Statute in  
such Case provides  
The Pliff appears & the Deft has been twice publicly  
called to come into Court makes Default of appearance here & Wherefore it is  
considered by the Court that said Samuel do recover against & John Forty  
eight pounds eight shillings & two pence lawf<sup>l</sup> Money Damages & Costs of Suit  
taxed at £14.7.0 & the of &c  
Given at Sept<sup>r</sup> 14. 1790

Phillips Esq<sup>r</sup>  
Dwight Esq<sup>r</sup>  
N<sup>o</sup> 122  
William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Pliff vs  
Mary Dwigth  
of Northampton in the County of Hampshire Gent<sup>l</sup> & Timothy Dwigth  
of Greenfield in the County of Fairfield & State of Connecticut Clerk Exce<sup>r</sup>  
tors of the last Will & Testament of Timothy Dwigth late of Northampton Esq<sup>r</sup>  
deceded Deft in a Plea of the Case for that & Timothy now deceased in his  
Life Time at Northampton on the twentieth day of September Anno Domini  
seventeen hundred & seventy one by his Note for Value received promised said  
William to pay him or his Order Three hundred & fifty pounds lawf<sup>l</sup> Money  
on Demand with Interest yels<sup>l</sup> Timothy the Testator in his life Time  
never paid the same nor have the & Executors or either of them ever paid the  
same but neglect it to the Damage of & William Eight hundred pounds  
The Pliff appears & the said Mary who only has been summoned of the three Times  
publicly called to come into Court makes Default of appearance here & Wherefore it is  
considered by the Court that & William do recover against & Mary in her last Capacity  
Six hundred & fifty five pounds sixteen shillings & nine pence lawf<sup>l</sup> Money Dam-  
ages & Costs of Suit taxed at £2.9.11 & the of &c  
Given at Sept<sup>r</sup> 12. 1790.



Asariah Woodworth of Long Meadow in the County of Hampshire Gent<sup>l</sup> Plaintiff  
 Wright of Pittsfield in the County of Berkshire Yeoman Defendant in a Plea of the  
 Case for Debt not paying. Plea not. Seventeen pounds sixteen shillings & 2  
 pence lawful Money with Interest according to his Note dated March 6<sup>th</sup>  
 Anno Domini 1790 to his Damage Twenty pounds. The Plaintiff appears & the  
 Defendant the three Times publicly called to come into Court makes Default of  
 Appearance here. Whereupon it is considered by the Court that Asariah  
 do recover against P<sup>r</sup> Wright Seventeen pounds sixteen shillings & 2  
 pence lawful Money Damages & Costs of Suit taxed at £1.12.9 & the Costs of  
 the Plaintiff.

224  
 Woodworth  
 Wright  
 N<sup>o</sup> 123

Jacob Bliss of Springfield in the County of Hampshire Gent<sup>l</sup> Plaintiff  
 Solomon Hammond of Belchertown in the County of Hampshire Yeoman  
 Administrator on the Estate of Gideon Hammond late of said Belchertown  
 deceased Defendant in a Plea of the Case for Debt not paying. Plea not.  
 The Court at the Term thereof the last Tuesday of August Anno Domini 1789  
 removed Judgment against P<sup>r</sup> Solomon in his & Capacity for the Sum  
 of twenty pounds & eleven pence lawful Money Damages & £1.7.7 Costs -  
 whereof P<sup>r</sup> Solomon is to give as appears of Record & at the Exon duly paid  
 thereof & delivered to Joseph King Deputy Sheriff. who made Return  
 thereon that he had made Diligent Search after the Goods & Estate of  
 the said Gideon in the hands of Administrators & could find none  
 & said Solomon refused to show P<sup>r</sup> Joseph Goods of Gideon whereon to  
 levy Execution & therefore P<sup>r</sup> Joseph returned & Exon in as parts satis-  
 fied & said P<sup>r</sup> Jacob hath suggested that P<sup>r</sup> Solomon hath wasted the  
 Goods & Estate of P<sup>r</sup> Gideon & prays Recovery. The Plaintiff appears by  
 Moses Bliss Esq<sup>r</sup> his Att<sup>y</sup> & the Defendant appears & said it is considered  
 by the Court that they have Day here in Court until the third Tuesday of  
 January next.

N<sup>o</sup> 124

Thaddeus Leavitt of Suffield in the County of Hartford & State of Conn<sup>o</sup> Plaintiff  
 Charles Eddy Yeoman & Joshua Eddy Yeoman both of  
 Wilbraham in the County of Hampshire in a Plea of the Case for Debt  
 not paying. Plea not. The Court at Springfield on December 26<sup>th</sup> Anno Domini 1789  
 by their Note for Value received promised one Isaac Eddy to pay him  
 or Order Thirteen pounds one shilling & six pence lawful Money in  
 six months with Interest & afterwards the Day & Year aforesaid  
 P<sup>r</sup> Isaac by his Indorsement on said Note ordered the Contents to be paid  
 P<sup>r</sup> Thaddeus whereof Charles & Joshua had then & there Notice & so  
 became liable & in consideration thereof they promised to pay the same  
 to the Plaintiff accordingly. Yet P<sup>r</sup> Charles & Joshua the requested have  
 not paid the same but neglect it to the Damage of P<sup>r</sup> Thaddeus Thir-  
 teen pounds. The Plaintiff appears by Moses Bliss Esq<sup>r</sup> his Att<sup>y</sup> & the Defendant  
 the three Times publicly called to come into Court makes Default of Appear-  
 ance here. Whereupon it is considered by the Court that P<sup>r</sup> Thaddeus  
 do recover against said Charles & Joshua Thirteen pounds twelve shil-  
 lings & seven pence lawful Money Damages & Costs of Suit taxed at £1.12.5  
 & the Costs of the Plaintiff.  
 Exon if Sep<sup>r</sup> 14. 1790

N<sup>o</sup> 125

William Smith of Southwick in the County of Hampshire Yeoman Plaintiff  
 Billed Fowler of Southwick aforesaid Gent<sup>l</sup> Defendant in a Plea of the Case for  
 Debt not paying. Plea not. The Court at Springfield being three  
 Times called to come into Court is dismissed the Defendant faulted &  
 the Action is dismissed.

N<sup>o</sup> 126

Eliza Porter of Hadley in the County of Hampshire Esq<sup>r</sup> Plaintiff of Portus Es  
 said County Defendant John Morgan of Springfield in said County  
 Yeoman James Shaw of Wilbraham in said County Gent<sup>l</sup> & David Bow Morgan &  
 his Jurs<sup>es</sup> of Southwick in said County Gent<sup>l</sup> Defendants in a Plea that they  
 under to said Eliza One thousand pounds lawful Money which to

N<sup>o</sup> 127



him they owe & from him unjustly detain & whereon the Plaintiff says that  
 P John by the Name of John Morgan Junr & P James & David at said  
 Springfield on the 6<sup>th</sup> day of November Anno Dom 1788 by their  
 Writing obligatory under their Hands & Seals of that Date acknowledged  
 themselves to be holden & bound unto S<sup>r</sup> Eliza in the Sum of one thou-  
 sand pounds to be paid him his Executors Administrators or Assigns  
 whenever they should be thereto required & yet S<sup>r</sup> John James & David  
 have never paid the same but neglected it to the Damage of S<sup>r</sup> Eliza  
 one thousand pounds & The Plaintiff by Mops Bliff & his Att<sup>y</sup> the  
 Def<sup>t</sup> the three Times publicly called to come into Court make Default  
 of appearance here & and thereupon it is considered by the Court that  
 this case be continued for Judgment untill the third Tuesday of January  
 next

Bliff & al  
 Gaylord  
 N<sup>o</sup> 120

Luke Bliff Gent<sup>l</sup> Mops Church Gent<sup>l</sup> & Jonathan Dwight Merchant all of  
 Springfield in the County of Hampshire & David Robby of West Springfield  
 in the same County Plaintiff v. Nathaniel Gaylord of West Spring-  
 field defendant Plaintiff Def<sup>t</sup> in a Plea of Ejectment wherein  
 S<sup>r</sup> Luke Mops Jonathan & David demand against S<sup>r</sup> Nathaniel a Tract  
 of Land lying at Foster Hill so called in West Springfield containing fifty  
 Acres with the Buildings thereon bounded Northw<sup>ly</sup> on Ebenezer Morgans  
 Land Westw<sup>ly</sup> on Daniel White's Land Easterly on a High Way Southw<sup>ly</sup>  
 on Land of William Morgan with the Appurtenances & wherupon Demandant  
 say S<sup>r</sup> Nathaniel hath & still unjustly dispossessed them & holdeth them out  
 therefrom to their Damage one hundred pounds The Plaintiff by  
 Mops Bliff & their Att<sup>y</sup> the Def<sup>t</sup> the three Times publicly called to come into  
 Court make Default of appearance here & wherefore it is considered by  
 the Court that S<sup>r</sup> Luke Mops Jonathan & David do recover against the said  
 Nathaniel Judgment for their Possession of the Demand<sup>d</sup> Premises &  
 also the Costs of Suit taxed at L<sup>ts</sup> 100 & 10/6 & 1/2

Writ of Possession sp<sup>d</sup> Sept 14<sup>th</sup> 1790

Dwight & al  
 Day  
 N<sup>o</sup> 129

Jonathan Dwight of Springfield in the County of Hampshire March<sup>l</sup> & Richard Smith  
 of New York in the State of New York March<sup>l</sup> Def<sup>t</sup> v. Ebenezer Day of West Spring-  
 field in the County of Hampshire Plaintiff Def<sup>t</sup> in a Plea of Ejectment  
 wherein the Pl<sup>ts</sup> demand against the S<sup>r</sup> Ebenezer a Tract of Land consisting  
 of thirteen Acres lying in West Springfield at a Place called Ireland  
 bounded Easterly on Land of John Day & George Ricket Southw<sup>ly</sup> on a High Way  
 Westw<sup>ly</sup> on Land of Eliza Chapin & Peter & S<sup>r</sup> northw<sup>ly</sup> on Land of  
 Ebenezer Jones with the Appurtenances whereon S<sup>r</sup> Jonathan & Richard  
 Ebenezer Jones on 4<sup>th</sup> 6<sup>th</sup> day of October Anno Dom 1787 by  
 say that S<sup>r</sup> Ebenezer at Northampton on 4<sup>th</sup> 6<sup>th</sup> day of October Anno Dom 1787 by  
 his Deed Poll under his Hand & Seal in Consideration of Twenty one pounds  
 sold & conveyed the demanded Premises with the Appurtenances to said Jones  
 than & Richard whereby the became seized thereof & notwithstanding S<sup>r</sup> Ebenezer  
 hath since illegally & without Judgment entered thereon & dispossessed the  
 said Jonathan & Richard & still holdeth them out therefrom to their  
 Damage fifty pounds The Plaintiff by Mops Bliff & their Att<sup>y</sup>  
 the Def<sup>t</sup> the three Times publicly called to come into Court make Default  
 of appearance here & wherefore it is considered by the Court that S<sup>r</sup>  
 Jonathan & Richard do recover against S<sup>r</sup> Ebenezer Possession of the demanded  
 Premises unless S<sup>r</sup> Ebenezer shall in two months pay to S<sup>r</sup> Jonathan and  
 Richard L<sup>ts</sup> 24. 14. 4 & and Costs of Suit taxed at L<sup>ts</sup> 1. 9. 9 &  
 Writ of Poss<sup>n</sup> sp<sup>d</sup> Nov<sup>r</sup> 27<sup>th</sup> 1790



Gideon Allen of New Fairfield in the County of Fairfield & State of Conn  
 Plaintiff against John Day of West Springfield in the County  
 of Hampshire Defendant in a Plea of Debt wherein the Plaintiff demands  
 against the Defendant one mortgage consisting of twenty three Aers of Land with a  
 Dwelling House & Barn thereon bounded West on a high way North on Land  
 of Joel Day East on Connecticut River South on Land of John Day with the  
 Appurtenances thereto belonging, & whereas the Defendant says that the Plaintiff  
 Northampton on June 24th 1783. by his Deed sold under his  
 hand & seal by him executed in Consideration of Seventy pounds bar  
 gained sold & conveyed the Demand & Premises to the Defendant & whereby  
 the Defendant became seized of the same & nevertheless the Plaintiff hath  
 illegally entered upon the Defendant & diffused him thereof & sold the same  
 third out of the Defendant to his Damage one hundred pounds - The Plaintiff  
 appears by Moses Bliff Esq. his Att. & the Defendant the three Times publicly cal  
 led to come into Court makes Default of appearance here - Wherefore it  
 is considered by the Court that the Defendant do recover against the Plaintiff  
 his Possession of the demanded Premises, unless the Plaintiff shall pay to the  
 Defendant Ninety nine pounds twelve shillings & seven pence lawful money  
 & Costs of such taxed at £ 1. 11. 3 & thereof de

Allen  
 vs  
 Day  
 N. 130

Which of Poff. of N. 130: 27. 1790

William Norcross of Worcester in the County of Hampshire Plaintiff  
 William Scott of Palmer in the County aforesaid Defendant in a Plea of the  
 Case for his not paying him six pounds nineteen shillings & four pence  
 lawful money with the Interest agreeable to his note dated May 7th last  
 to the Damage of said Norcross eight pounds The Parties appear and  
 agree to a continuance of this Case to the next Term & it is considered by  
 the Court that they have Day here in Court until the third Tuesday of  
 January next

Norcross  
 vs  
 Scott  
 N. 131.

Moses Bliff of Springfield in the County of Hampshire Esq. Plaintiff  
 Daniel Smith Esq. of Belchertown in the County aforesaid Defendant  
 in a Plea of the Case for his not paying him the sum of four pounds  
 seven shillings & nine pence half penny lawful money with the Interest  
 according to his note dated July 16. 1789 to the Damage of the Plaintiff seven  
 ty pounds - The Plaintiff appears & the Defendant the three Times publicly called to  
 come into Court makes Default of appearance here. Wherefore it is con  
 sidered by the Court that the Plaintiff do recover against said Daniel seven  
 teen pounds seven shillings & nine pence lawful money Damages & Costs  
 of such taxed at £ 1. 6. 11 & thereof de

Bliff vs  
 Smith  
 N. 132

Exec. of Sep. 14th 1790 -

Jonathan Bliff of the City & County of New Brunswick Plaintiff  
 Esq. Plaintiff Daniel Noble of Westfield in the County of Hampshire Gent. in a  
 Plea of the Case for his not paying the Plaintiff seven pounds seven shillings & six  
 pence lawful money according to his note to George Dymond dated August  
 18th 1788 - to his Damage thirteen pounds - The Plaintiff appears & the  
 Defendant the three Times publicly called to come into Court makes Default of  
 appearance here Wherefore it is considered by the Court that the Plaintiff  
 do recover against the Defendant eleven pounds seven shillings & six pence  
 lawful money Damages & Costs of such taxed at £ 2. 12. 11 & thereof de

Bliff vs  
 Noble  
 N. 133.

Exec. of Sep. 14th 1790

Jonathan Bliff of the City & County of New Brunswick Esq. Plaintiff Joseph Hooker  
 Gent. & Benjamin Hooker Esq. both of New Brunswick in the County of Hamp. Defendants  
 in a Plea of the Case for their not paying him fourteen pounds seven  
 shillings & seven pence lawful money with the Interest according to their promise by  
 their negotiable Note of hand dated March 3rd 1785. to the Damage of said  
 Plaintiff Seventy pounds - The Plaintiff appears & the Defendants the three Times publicly  
 called to come into Court makes Default of appearance here Wherefore it is considered  
 by the Court that the Plaintiff do recover against the Defendants thirteen pounds nine  
 shillings & six pence lawful money Damages & Costs of such taxed at £ 2. 13. 7 & thereof de

Hooker  
 vs  
 Bliff  
 N. 134



Parks B  
Picklox  
No 135  
Warham Parks of Westfield in the County of Hampshire Esq. Plaintiff vs. Levi  
Thibodeaux of Granville in the County aforesaid Defendant in a Plea of Debt  
for not paying him Eighteen pounds two shillings & two pence agreeable to his  
acknowledgment before Edward Walker Esq. Justice April 26. Term 1786  
to the Damage of £18. Warham twelve pounds - The Plaintiff appears & the Defendant  
three Times publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that Warham do recover against said  
Levi seven pounds eleven shillings of lawful money Debt & Costs of Suit taxed  
at £1.11.11 & thereof an Exec. of Sept. 14. 1790 -

Idem  
Barlow  
No 136.  
Warham Parks of Westfield in the County of Hampshire Esq. Plaintiff vs. Eben  
zer Barlow of Granville in the County aforesaid Defendant in a Plea of  
Debt for not paying him Fifty two pounds 15/8 in satisfaction of a Legitimate  
Debt Warham recovered against v. Ebenezer before Moses Bluff Esq. Justice Feb.  
2. Term 1789 to the Damage of Warham seventy pounds - The Plaintiff appears  
& the Defendant three Times publicly called to come into Court makes Default  
of Appearance here - Wherefore it is considered by the Court that Warham  
do recover against Ebenezer Fifty seven pounds fifteen shillings & ten  
pence lawful money Damages & Costs of Suit taxed at £1.10.7 & thereof an  
Exec. of Sept. 14. 1790.

Philleps  
Copley & Co  
No 137  
William Philleps of Boston in the County of Suffolk Esq. Plaintiff vs. Noah Copley  
& William Copley of Westfield in the County of Hampshire Joint Defendants in a Plea of Debt  
for their not paying William Twenty  
four pounds £20. with interest agreeable to their Note Dated March 10. 1789  
to the Damage Thirty pounds - The Plaintiff appears & the Defendants three Times  
publicly called to come into Court makes Default of Appearance here Where  
fore it is considered by the Court that William do recover against the  
said Defendants Twenty six pounds three shillings & three pence of lawful money Da  
mages & Costs of Suit taxed at £1.13.11 & thereof an Exec. of Sept. 14. 1790 -

Hale  
Allen  
No 138  
Elisha Hale of Haverbury in the County of Hartford & State of Connecticut  
Gent. Plaintiff vs. Joseph Allen of Springfield in the County of Hampshire Gent.  
Defendant in a Plea of the Case for his not paying the Plaintiff £19.14.0 lawful money ac  
cording to his Promise by his Note of Hand dated July 10. 1789 to the Damage  
of said Elisha Twenty four pounds - The Plaintiff appears & the Defendant three  
Times publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the said Elisha do recover  
against v. Joseph Twenty pounds fourteen shillings & seven pence £20.  
Damages & Costs of Suit taxed at £1.7.9 & thereof an Exec. of Sept. 14. 1790

Lothrop &  
Hubbard  
No 139  
Joseph Lothrop of West Springfield in the County of Hampshire Clerk vs. Elisha  
Hubbard of Ludlow in the same County Gentleman Plaintiff vs. Elisha  
Hubbard of Ludlow in the same County Defendant in a Plea of the Case for his  
not paying the Plaintiff £21.5.5 agreeable to his Note of Hand to them dated  
March 8. 1784 to the Damage twenty six pounds - The Plaintiff appears & the  
Defendant three Times publicly called to come into Court makes Default of Apper  
ance here - Wherefore it is considered by the Court that the Plaintiff do recover  
against the Defendant Fourteen pounds ten shillings & seven pence £14.10.7  
& Costs of Suit taxed at £1.7.7 & thereof an Exec. of Sept. 14. 1790

Commonwealth  
A. Newton  
No 140  
Commonwealth of Massachusetts vs. A. Newton of Belcher Town in  
the County of Hampshire Defendant in a Plea of Debt for his not paying  
Twenty pounds according to his Acknowledgment before Noah Good  
man Esq. Justice Feb. 2. Term 1789 before Moses Bluff Esq. Justice Feb.  
& mode, that this case may be continued to the next Term the Defendant being  
out of the State - And it is considered by the Court that this case be continued  
to the next Term the third Tuesday of January next



John Jacobs of Athol in the County of Worcester Yeoman Plaintiff vs. Levi  
Thendall of Warwick in the County of Hampshire Husbandman Defendant in a Plea of the Case  
of the Case for his not paying said John Eight pounds ten shillings lawful  
money with exp according to his Note of Hand dated Dec<sup>r</sup> 2<sup>d</sup> 1784 to the Dam<sup>n</sup> Thendall  
age of s<sup>r</sup> John fifteen pounds - The Parties appear & it is considered  
by the Court that they have Day here in Court untill the third Tuesday  
of January next N<sup>o</sup> 141

Samuel Ward of Lancaster in the County of Worcester Gent<sup>l</sup> & David Sanderson Ward & al  
of Rockingham in the County of Wintonham & State of Vermont Gent<sup>l</sup> & al App<sup>t</sup> vs.  
Jellants vs George Clark of Colrow in the County of Hampshire Husband: Clarke App<sup>t</sup>  
was Appelled from the Judgment of Isaac Powers Esq<sup>r</sup> Just<sup>l</sup> in which  
Case s<sup>r</sup> Samuel & David were Plaintiffs & George Defendant in a Plea of the Case  
for the s<sup>r</sup> George not paying them Twenty eight shillings & five pence bal  
lance of Account &c to them Damages eighty shillings - The Parties  
appear & agree to a Continuance of this Case to the next Term - and it is  
considered by the Court that they have Day here in Court untill the third  
Tuesday of January next N<sup>o</sup> 142

Moses Goddard of Orange in the County of Hampshire Gent<sup>l</sup> Plaintiff vs. Goddard  
Martin Stevens of the same Orange Husbandman Defendant in a Plea of the Case  
for that on August 3<sup>d</sup> 1785 Moses of s<sup>r</sup> Martin made his Note in  
Writing wherein he promised s<sup>r</sup> Martin to pay him on Order of £125 -  
lawful Money on Demand with Interest & s<sup>r</sup> Martin then afterwards on Oct  
ober 3<sup>d</sup> following by his Indorsement thereon ordered the Contents thereof  
to be paid to the Plaintiff for Value rec<sup>d</sup>; & the Plaintiff says he presented s<sup>r</sup> Note &  
Order thereon to s<sup>r</sup> Elias & requested him to pay the same, but he utterly refused  
to do it, by Reason whereof s<sup>r</sup> Martin became liable & in Consideration thereof  
he promised the Plaintiff to do it accordingly - Yet s<sup>r</sup> Martin the requested hath  
never paid the same but neglected to the Damage of s<sup>r</sup> Moses one hundred  
& fifty pounds - which Case was commenced before Isaac Powers Esq<sup>r</sup>  
Just<sup>l</sup> & is now brot up to this Court as the Statute in such Case pro  
vided directs - The Parties appear & agree to a Continuance of this Case  
to the next Term - and it is considered by the Court that they have Day  
here in Court untill the third Tuesday of January next N<sup>o</sup> 143

Moses Goddard of Orange in the County of Hampshire Gent<sup>l</sup> Plaintiff vs. Martin Goddard  
Stevens of the same Orange Husbandman Defendant in a Plea of the Case for his  
not paying s<sup>r</sup> Moses Ninety pounds lawful money according to his Promise by  
a Note of Hand dated Mar<sup>ch</sup> 2<sup>d</sup> 1785 to the Damage of s<sup>r</sup> Moses  
Two hundred pounds - This Case was commenced before Isaac Powers Esq<sup>r</sup>  
Just<sup>l</sup> & is now brot up to this Court as the Statute directs - The Parties ap  
pear & agree to a Continuance of this Case to the next Term & it is considered by  
the Court that they have Day here in Court untill the third Tuesday of January  
next N<sup>o</sup> 144

William Wmthrop Merch<sup>nt</sup> vs. Wmthrop Spinkes & William Stewart & Mar Wmthrop  
Shanks & Jane Stewart his Wife in her Right all of New London in the State of & al  
Comaintants & Joseph Wmthrop of Charleston in the State of South Carolina Merch<sup>nt</sup> & John Horn  
Plaintiffs vs. Benjamin Hartshorn late of Holland in the County of Hampshire Blacksmith  
the Defendant in a Plea of Breach as is at large supported in the Declaration  
on File as to their Damage Thirty pounds - The Plaintiff say & move that this  
Case be continued to the next Term the Defendant being out of the State - and it is con  
sidered by the Court that the Parties have Day here in Court untill the third Tues  
day of January next N<sup>o</sup> 145



Cutler Joseph Cutler of Western in the County of Worcester Feb. 11<sup>th</sup> 1789  
Blackmer of Belchertown in the County of Hampshire Blackmer the Def<sup>t</sup> in  
a Plea of the Case for his not paying P Joseph Ten pounds eight shillings &  
N<sup>o</sup> 146 six pence according to his Promise by his Note of hand dated December 16<sup>th</sup>  
1789 to the Damage of P Joseph Twenty pounds - The Parties appear  
& it is considered by the Court that they have Day here in Court untill  
the third Tuesday of January next

Ives James Ives of Boston in the County of Suffolk Sugar Refiner Plf v.  
Gardner William Gardner of South Brimfield in the County of Hampshire Jan<sup>r</sup> Def<sup>t</sup> in  
N<sup>o</sup> 147 a Plea of the Case for his not paying the Plf Sixteen pounds & fourteen  
shillings and three pence with Interest according to his Note dated October 14<sup>th</sup>  
1785 to the Damage of P Ives thirty pounds - The Parties appear & agree  
to a continuance of this Case to the next Term and it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January next

Ives James Ives of Boston in the County of Suffolk Sugar Refiner Plf v.  
Gardner William Gardner of Brimfield in the County of Hampshire Jan<sup>r</sup> Def<sup>t</sup> in  
N<sup>o</sup> 148 a Plea of the Case for not paying the Plf Twenty pounds fourteen shil-  
lings & four pence according to his Promise by his Note dated Oct<sup>r</sup> 24<sup>th</sup> 1785  
to the Damage of P Ives thirty five pounds - The Plf appears & the Def<sup>t</sup>  
the three Times publicly called to come into Court makes default & appear  
once here - Whereupon it is considered by the Court that P Ives do recover  
against P William Twenty six pounds & three shillings and four pence  
Damages & cost of Suit taxed at £ 2 14 s & a third of £ 1 10 s 3<sup>d</sup> 1790

Thompson Guy<sup>r</sup> Thompson of Ware in the County of Hampshire Husbandman  
Bellow of Western in the County of Worcester Plf v. Sothern Bellow of Western in the County of Worcester  
N<sup>o</sup> 149 Def<sup>t</sup> in a Plea of the Case for his not paying P Guy<sup>r</sup> Seventeen pounds  
sixteen shillings according to his Promise & to the Damage of P Guy<sup>r</sup>  
Nineteen pounds - This Case was commenced before William Scott  
Esq<sup>r</sup> Just<sup>s</sup> Pac. and is now brought up to the Court as the Statute in such  
Case provided directs - The Parties appear & agree to a continuance of  
this Case & it is considered by the Court that they have Day here in Court  
untill the third Tuesday of January next

Ives James Ives of Boston in the County of Suffolk Sugar Refiner Plf v. Benjamin  
Nelson Jun<sup>r</sup> otherwise called second of Brimfield in the County of Hampshire  
Nelson Jun<sup>r</sup> Def<sup>t</sup> in a Plea of Ejectment wherein P Ives demands against P  
N<sup>o</sup> 150 Benjamin a parcel of land in Brimfield containing forty seven acres bound-  
ed as follows beginning at a stake & stone standing in the Northwest corner of  
P Ives joining Aaron Charles Land running southerly so far as that advice  
parallel with West Lane will include 47 acres with the appurtenances and  
whereon P Ives says that on Oct<sup>r</sup> 25<sup>th</sup> 1785 Ruben Earl was seized of the Premises  
in his Demise as of fee, by his Deed for the Consideration therein expressed con-  
veyed the same to the Plf & he to hold to him & his Heirs on Conditions  
nevertheless to be void if P Ruben should pay James de £ 17 3<sup>d</sup> Law Money  
within one Year with Interest, by force whereof P Ives became seized of the Premises  
expressed, & with P Ives & Interest both not been paid & yet Benjamin hath entered  
into & enjoyed with holdeth the same to the Damage of P Ives one hundred pounds  
The Parties appear & it is considered by the Court that they have Day here in  
Court untill the third Tuesday of January next



James Ivers of Boston in the County of Suffolk Sugar Porter Plff vs Jonathan  
Wallis of Holland in the County of Hampshire Plaintiff Deft in a Plea of  
Ejectment wherein P James demands against P Jonathan a certain Messuage Ivers  
& Parrell of land lying in P Holland containing seventy four Acres bounded  
as follows viz. north of Quasing Pond between the West line of Winstons Farm  
& Quinabogg River beginning at the Northwest Corner of P Winstons Farm N<sup>o</sup> 151  
running South in the line of P Faren to a heap of Stones at the North East  
Corner of a little Edge of land lying easterly from the Dwelling House  
which Edge belongs to P Wallis thence running West the degree North  
Eighteen rods to a heap of Stones north of the Stone thence Southward to the  
East Corner of P Faren thence Southward as the fence goes by the East Side of  
the Lane to the Farm line again at the South End of the Edge thence South  
in P Faren line to P Pond thence Northward by P Faren to the North  
East of John Beldings meadow thence East 21<sup>o</sup> N<sup>o</sup> to the South Corner with  
the aforementioned & whereupon P James saith that October 25<sup>th</sup> 1785. said  
Jonathan was seized of the Tenement & as aforesaid & by his Deed of that  
Date duly executed for the Consideration therein mentioned conveyed the  
same to the Plff. to hold to him & his Heirs on Condition to be void  
if P Jonathan should pay P James one hundred & thirty two pounds  
13/5. Lawd Money in one Year with Interest by Force whereof said  
James became Seized of the Premises, & saith the sum aforesaid hath  
not been paid wherefore he ought to be in Possession thereof & yet P Jonathan  
hath entered into the same & unjustly withheld the same to the Damage  
of P James two hundred pounds The Parties appear & agree to a Cont  
meane of the Case & it is considered by the Court that they have Day here in Court  
untill the third Tuesday of January next

John Lyon Jun<sup>r</sup> of Leicester in the County of Worcester Gent<sup>l</sup> Plff vs Elias  
Parsons of Belchertown in the County of Hampshire Blacksmith Deft in a  
Plea of the Case for his not paying P John Seven pounds five shillings & four pence  
Lawd Money with Interest according to his Note of hand dated Mar 6<sup>th</sup> 1789 N<sup>o</sup> 152  
to his Damage Eighteen pounds The Plff appears & the Deft the three  
Times publicly called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that said John do recover against  
P Elias Twelve pounds five shillings & four pence Lawd Money Damages &  
Costs of Suit taxed at £ 2. 17. 7 & thereof an Exon. 2<sup>o</sup> Feb<sup>r</sup> 2<sup>o</sup> 1790.

Obenezer Parsons of Haver in the County of Hampshire Plaintiff Elias  
Porter of Hadley in the County aforesaid Deft & Sheriff of the same County Deft in  
a Plea of the Case for that P Obenezer by the Considerations of William White Esq<sup>r</sup>  
Just<sup>l</sup> P Paris he removed of Mattam Gold £ 6. 14. 8 Damages & Costs taxed at £ 8. 14. 1. N<sup>o</sup> 153.  
& on Feb<sup>r</sup> 12<sup>th</sup> 1789 sued out Exon on a Judgment directed to the Sheriff &  
& delivered the same to Elias Parsons a Deputy Sheriff under P Elias to be by  
him duly served & returned within ninety days never the less P Parsons did  
not make Return of P Writ on the Return day thereof whereby P Obenezer  
has wholly lost the Benefit of P Judgment to the Damage of P Obenezer Ten  
pounds The Parties appear & it is considered by the Court that they have  
Day here in Court untill the third Tuesday of January next

Robert Drucks Esq<sup>r</sup> & Joseph Clarke Gent<sup>l</sup> both of Northampton in the County of  
Hampshire Plff vs Joseph Smith of Belchertown in the County aforesaid Gent<sup>l</sup>  
Deft in a Plea of the Case for his not paying them Five pounds eighteen  
shillings & four pence L<sup>o</sup> M<sup>o</sup> with Interest according to his Note dated July 22<sup>o</sup>  
Adorn 1788 N<sup>o</sup> 154  
The Plff appear & the Deft the three Times publicly called  
to come into Court makes Default of appearance here Wherefore it is  
considered by the Court that P Drucks & Clarke do recover against P Smith  
Six pounds thirteen shillings & four pence Lawd Money Damages & Costs of  
Suit taxed at £ 1. 0. 3 & thereof an Exon. 2<sup>o</sup> Feb<sup>r</sup> 2<sup>o</sup> 1790.



Cordish  
or  
Allisall  
N<sup>o</sup> 155  
Eldad Cordish of Kings District in the County of Colchester State of  
New York Plaintiff vs. Ebenezer Allisall Gent<sup>l</sup> & Alexander Thompson  
Husbandman both of Melburne in the County of Hampshire Defts in a Plea of the Case for their not paying to Eldad Thirteen pounds sixteen shillings  
& five pence with interest according to their note dated May 6. 1788 to the  
Damage of said Eldad Eighteen pounds The Defs appear & the Defts the three  
Times publicly called to come into Court make default of appearance and  
wherefore it is considered by the Court that Eldad do recover against said  
Ebenezer & Alexander Thoutan pounds two shillings & five pence L<sup>th</sup> M<sup>o</sup> Damages  
get & Costs of Suit taxed at 2s 3d & three of the Exoniff Nov<sup>r</sup> 6 1790.

Wood Adm<sup>r</sup>  
or  
Ellisall  
N<sup>o</sup> 156  
Elisha Wood of Hancock in the County of Berkshire Blacksmith & Administra-  
tor on the Estate of Jonathan Wood late of Hancock Carpenter Deid Plf<sup>r</sup> vs  
Richard Ellis of Melburne in the County of Hampshire Husbandman & Samuel  
Prockwood of Conway in the same County Husbandman Defts in a Plea of the  
Case for their not paying to Jonathan Thirty two pounds twelve shillings six pence  
lawful money to be paid in real Cattle or Grain agreeable to their note dated May  
16<sup>th</sup> 1788 & and also for their not paying eighty four pounds eight shillings & three  
pence L<sup>th</sup> M<sup>o</sup> & the further Sum of 15.4s but they have not paid & in consequence  
to the Damage of P. Elisha two hundred pounds The Defs appear & the Defts  
the three Times publicly called to come into Court make default of appearance  
here & wherefore it is considered by the Court that P. Elisha do recover against  
said Richard & Samuel One hundred & fifty three pounds five shillings  
& seven pence L<sup>th</sup> M<sup>o</sup> Damages & Costs of Suit taxed at 1s 18. 1d though  
Exoniff Oct<sup>r</sup> 2 1790.

Morgan  
or  
James  
N<sup>o</sup> 157  
David Morgan of Brimfield in the County of Hampshire Gent<sup>l</sup> & Deputy  
Shuff Plf<sup>r</sup> vs Isaac James of Brimfield aforesaid Husbandman Deft  
in a Plea of the Case for his not paying to David Eight pounds two shillings  
silver money worth in real Cattle with interest according to his note  
dated June 29. 1789. to the Damage of P. David fifteen pounds  
The Parties appear & agree to a continuance of the Case to the next Term  
and it is considered by the Court that they have Day here in Court until  
till the third Tuesday of January next

Willard &  
or  
Johnson  
N<sup>o</sup> 158  
Shetharine Willard Widow & Samuel Willard Gent<sup>l</sup> both of Lancaster  
in the County of Worcester Plfs vs Purycein Johnson of Granby in  
the County of Hampshire Yeoman Deft in a Plea of Debt for that  
Shetharine & Samuel on Oct<sup>r</sup> 17<sup>th</sup> 1785 before Isaac Piracy Esq<sup>r</sup>  
Justice of the Peace for the County of Tolland & State of Connecticut  
received Judgments against P. Purycein for eleven pounds eleven  
shillings & nine pence L<sup>th</sup> M<sup>o</sup> Damages one shilling & six pence Costs of  
Suit & which Judgments remains in force & all the the Plfs owed each  
other of Exoniff thousand three still remains due on P. Exoniff five pounds  
seven shillings & four pence, whereby Actions accrues to the Plfs to have  
of the Deft the aforesaid sum & yet said Purycein the requested has not paid  
said sum but engate it to the Damage of P. Plfs Thoutan pounds  
The Parties appear & it is considered by the Court that they have Day  
here in Court until the third Tuesday of January next

Shinckley  
or  
Danielson  
N<sup>o</sup> 159  
Thomas Shinckley of Brimfield in the County of Hampshire Gent<sup>l</sup>  
Plf<sup>r</sup> vs Nathaniel Danielson of the same Brimfield Husbandman Deft  
in a Plea of the Case for his not paying the Plf Eight pounds  
one shilling and five pence outstanding with interest according to his  
note dated Dec<sup>r</sup> 1. 1790 to the Damage of the P. Thomas Thoutan pounds



The Parties appear & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

228

Buyer of Belvidere in the County of Hampshire Plaintiff vs. Howe  
Buyer of Davenport of Starford in the County of Starford & State of Conn. Davenport  
vs. Gent. Deft in a plea of the Case as is a large self path in the Deed  
has on file. The Plff being three Times called to come into Court is  
Nonsumit the Deft defaulted & the Action is dismissed N<sup>o</sup> 160

Clark Chandler of Worcester in the County of Worcester Plaintiff vs. Joseph Chandler  
Phillips of Greenfield in the County of Hampshire Gent. Deft in a Plea of  
Debt for Rent & Clark by the Consideration of this Court the last Tuesday of  
August Anno Domini 1784. received Judgment against the Deft. for the  
Sum of Five pounds fourteen shillings & seven pence L<sup>th</sup> M<sup>th</sup> Damages &  
Costs of Suit taxed at £ 2. 2. 6 which Judgment still remains in  
full Force, altho S<sup>r</sup> Clark has sent out five Writs of Exce<sup>r</sup> thereon  
yet the Law are in no part satisfied, wherefore Action argues to said  
Clark to have of said Joseph the Sum of said writs with the Interest eight  
shillings for S<sup>r</sup> Exce<sup>r</sup> & yet S<sup>r</sup> Joseph the requested has now paid  
the same but denies to do it to the Damage of S<sup>r</sup> Clark Twelve pounds  
The Plff appears & the Deft the three Times, publicly called to come into Court  
makes Default of Appearance here - Wherefore it is considered by the  
Court that S<sup>r</sup> Clark do recover against S<sup>r</sup> Joseph Eight pounds three  
shillings & seven pence L<sup>th</sup> M<sup>th</sup> Debt & Costs of Suit taxed at £ 1. 19. 8 & Damages

Isabel Thunk of West Springfield in the County of Hampshire Plaintiff vs. Thunk App<sup>r</sup>  
vs. John Winchell Senr of the same West Springfield Plaintiff from the Ind<sup>r</sup>  
ment of Edward Walker Esq<sup>r</sup> Par<sup>r</sup> in which Case S<sup>r</sup> John was Plff and Winchell App<sup>r</sup>  
S<sup>r</sup> Isabel Deft in a Plea of Trespass for that S<sup>r</sup> Isabel at S<sup>r</sup> West Springfield  
on July 21<sup>st</sup> Anno Domini 1789 & at divers Days & Times between S<sup>r</sup> 3<sup>rd</sup> day of July  
& the last Day of November one Close of the Plff called John Winchell Senr & one Lot  
did break & enter & there with his Oxen Horses & Dogs the Corn & Grass standing  
& growing did tread down eat up & destroy - and also for that S<sup>r</sup> Isabel at  
West Springfield one & between the Days aforesaid with Horses & Oxen one Close of S<sup>r</sup>  
John called his Back Yard break & enter & with his Dogs did pull down eat  
up & destroy ten bushells of Peas of the Value of three shillings  
each contrary to Law & to the Damage of S<sup>r</sup> John Four pounds  
The Parties appear & on the Motion of the Plaintiff it is considered by  
the Court that they have Day here in Court untill the third Tuesday of Jan.  
uary next

Brad Thunk of Hinsdale in the County of Windham & State of Ver. Plaintiff  
vs. Timothy Lyman of Goshen in the County of Hampshire  
Husbandman Deft. in a Plea of the Case for S<sup>r</sup> Timothy, not paying  
the Plff Twenty five pounds eleven shillings & seven pence & one Penny  
with Interest according to his Note dated Nov<sup>r</sup> 4<sup>th</sup> A.D. 1787. to the Damage  
of said Brad Fifty pounds - The Plff appears & the Deft the three  
Times publicly called to come into Court makes Default of Appearance  
here wherefore it is considered by the Court that S<sup>r</sup> Brad do recover against  
S<sup>r</sup> Timothy Twenty nine pounds eighteen shillings & seven pence L<sup>th</sup> M<sup>th</sup>  
Damages & Costs of Suit taxed at £ 1. 8. 4 & three of S<sup>r</sup>  
Exce<sup>r</sup> Sep<sup>r</sup> 18. 1790

Stephen Belding of Winchester in the County of Cheshire & State of Belding  
New Hampshire Plaintiff vs. Lyman  
Husbandman Deft. in a Plea of the Case for S<sup>r</sup> Stephen, not paying  
the Plff Sixty eight pounds law<sup>r</sup> & Mary according to his Note  
to S<sup>r</sup> Aaron dated Nov<sup>r</sup> 22<sup>nd</sup> A.D. 1786. to the Damage of S<sup>r</sup> Stephen in  
his S<sup>r</sup> Capacity Two hundred pounds - The Parties appear & agree to a Continu  
ance of this Case & it is considered by the Court that they have Day here in Court  
untill the third Tuesday of January next



- Gidden  
" Mack  
N<sup>o</sup> 165. Stephen Gidden of Lebanon in the County of Grafton & State of New Hampshire  
Husbandman Def<sup>r</sup> vs. Elizabeth Mack of Montague in the County of Hampshire  
Gent<sup>r</sup> Def<sup>r</sup> in a Plea of the Case for his not paying the Pl<sup>ff</sup> Five pounds three  
teen shillings L<sup>th</sup> worth of good West India Rum with Interest according  
to his Note dated Sept<sup>r</sup> 10<sup>th</sup> 1785 to the Damage of S<sup>r</sup> Stephen Twelve pounds  
The Parties appear & agree to a Continuance & it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January next
- Miner  
" Taylor  
N<sup>o</sup> 166. Clement Miner of Northfield in the County of Hampshire Def<sup>r</sup> vs.  
Thomas Taylor of this date in the County of Essex & State of New Hampshire  
Husbandman Def<sup>r</sup> in a Plea of the Case for his not paying the Pl<sup>ff</sup> Five  
pounds law<sup>d</sup> Money with Interest according to his Note dated Sept<sup>r</sup> 8. 1789  
to his Damage twelve pounds The Pl<sup>ff</sup> appears & the Def<sup>r</sup> the three Times  
publicly called to come into Court makes Default of Appearance here wherefore  
it is considered by the Court that S<sup>r</sup> Clement do recover against the said  
Thomas Four pounds seven shillings & two pence L<sup>th</sup> Damages & Costs of  
Suit taxed at £ 1. 12s & 6d & thereof L<sup>th</sup> Exon<sup>d</sup> of Sept<sup>r</sup> 18. 1790
- Johnson  
" Clark  
N<sup>o</sup> 167. Samuel Cooper Johnson of Boston in the County of Suffolk Gent<sup>r</sup> vs. Pl<sup>ff</sup> vs.  
John Clark of Greenfield in the County of Hampshire Husbandman Def<sup>r</sup> in  
in a Plea of the Case for his not paying the Pl<sup>ff</sup> Five pounds twelve shil  
ling & six pence L<sup>th</sup> with Interest, according to his Note dated July 2.  
Nov<sup>r</sup> 1789 to the Damage of the Pl<sup>ff</sup> twelve pounds  
The Parties appear & agree to a Continuance of this Case & it is considered  
by the Court that they have Day here in Court untill the third Tuesday of  
January next
- Davenport  
" Baker  
N<sup>o</sup> 168. Isaac Davenport & John M. Lean both of Boston in the County of  
Suffolk Merch<sup>ts</sup> & Co partners in Trade Pl<sup>ff</sup> vs. Artemas Baker late of North  
field in the County of Hampshire Gent<sup>r</sup> Def<sup>r</sup> in a Plea of the Case for his  
not paying the Pl<sup>ff</sup> fourteen pounds sixteen shillings with Interest accord  
ing to his Note dated Sept<sup>r</sup> 3<sup>rd</sup> 1787 & also for not paying them Two pounds  
fourteen shillings L<sup>th</sup> according to his Promise & to the Damage of the  
Pl<sup>ff</sup> Thirty pounds The Parties appear & agree to a Continuance of this  
Case to the next Term & it is considered by the Court that they have Day here  
in Court untill the third Tuesday of January next
- Owens  
" Dickinson  
N<sup>o</sup> 169. Oliver Owens of Finsdale in the County of Windham & State of Vermont Yeoman  
Pl<sup>ff</sup> vs. Titus Dickinson of Northfield in the County of Hampshire Husbandman Def<sup>r</sup>  
in a Plea of Debt for that S<sup>r</sup> Owens at this Court the 3<sup>rd</sup> Tuesday of May A<sup>d</sup> 1785  
received Judgments against S<sup>r</sup> Titus for Twelve pounds & five pence L<sup>th</sup>  
Debt & £ 2. 5. 9 Costs of Suit, which Judgments is still in Force & whereon  
an Action hath accrued to the Pl<sup>ff</sup> to have of S<sup>r</sup> Titus the aforesaid Sum with  
two shillings more for one Week of Exon<sup>d</sup> & yet S<sup>r</sup> Titus the aforesaid hath  
never paid the same but w<sup>th</sup>gets it to the Damage of S<sup>r</sup> Owens Thirty pounds  
The Pl<sup>ff</sup> appears & the Def<sup>r</sup> the three Times publicly called to come into Court  
makes Default of Appearance here wherefore it is considered by the  
Court that S<sup>r</sup> Oliver do recover against S<sup>r</sup> Titus Eighteen pounds four  
teen shillings & one penny L<sup>th</sup> Debt & Costs of Suit taxed at £ 1. 15. 3 -  
Exon<sup>d</sup> of Sept<sup>r</sup> 18. 1790
- Amory &  
" Mayo &  
N<sup>o</sup> 170. Rufus Green Amory of Boston in the County of Suffolk & Pl<sup>ff</sup> vs. Joseph  
Mayo of Warwick in the County of Hampshire & Def<sup>r</sup> in a Plea of the  
Case for his not paying S<sup>r</sup> Rufus Thirty five pounds L<sup>th</sup> with Interest  
according to his Note dated Nov<sup>r</sup> 17. Nov<sup>r</sup> 1787 to the Damage of S<sup>r</sup> Rufus  
Thirty pounds The Pl<sup>ff</sup> appears & the Def<sup>r</sup> the three Times publicly  
called to come into Court makes Default of Appearance here &  
wherefore it is considered by the Court that S<sup>r</sup> Rufus do recover against  
said Joseph Forty pounds sixteen shillings L<sup>th</sup> Damages & Costs of  
Suit taxed at £ 2. 15. 3 & thereof L<sup>th</sup> Exon<sup>d</sup> of Sept<sup>r</sup> 18. 1790



Nathaniel Shild of Southham in the County of Addison & State of Vermont  
 Gent<sup>l</sup> vs. Joseph Mayo of Warwick in the County of Hampshire Esq<sup>r</sup>  
 Debt in & Pro of the Case for his not paying \$ Nathaniel seven pounds accor-  
 ding to his Promise by his Note dated June 12 AD 1788 to the Damage of said  
 Nathaniel twenty pounds - The Plaintiff appears & the Defendant three Times  
 publicly called to come into Court makes Default of appearance here where  
 forth it is considered by the Court that said Nathaniel do recover against  
 said Joseph seven pounds one shilling & five pence & Costs Damages &  
 Costs of which taxed at £ 1. 5. 0 & thereof do Exon if Sep<sup>r</sup> 18. 1790 -

Rich  
 Mayo  
 No 171

Frederick Gaylord of Brookfield in the County of Orange & State of  
 Vermont vs. William Asher of Warwick in the County of Hamp-  
 shire Esq<sup>r</sup> Debt in & Pro of Debt for that s<sup>d</sup> Gaylord before this Court  
 the 28<sup>th</sup> Day of August AD 1781 recovered Judgment against s<sup>d</sup> William  
 for £ 9. 5. 11 Lawd Money Damages & £ 3. 12. 3. Costs of which which Judg-  
 ment is still in force & a bill in part satisfied, whereupon an Action  
 was brought to s<sup>d</sup> Gaylord to have s<sup>d</sup> Asher the same sum with two shillings  
 more for one Month of Execution - s<sup>d</sup> Asher the requested has never paid  
 the same but neglects it to the Damage of s<sup>d</sup> Gaylord twelve pounds -  
 The Plaintiff appears & the Defendant three Times publicly called to come into Court  
 makes Default of appearance here - wherefore it is considered by  
 the Court that said Frederick do recover against s<sup>d</sup> William nine  
 pounds six shillings & five pence & Costs & Costs of which taxed at  
 £ 1. 6. 0 & thereof do Exon if Sep<sup>r</sup> 18. 1790

Gaylord  
 Asher  
 No 172

To the Sheriff & - Whereas Silas Gill of Concord in the County of  
 Middlesex Husbandman before this Court the second Tuesday of March Anno  
 Dom. 1790 recovered Judgment against David Luntton of Walpole in the  
 County of Cheshire & State of New Hampshire Husbandman for £ 11. 16. 7  
 & Costs & £ 7. 5. 7 Costs & whereas s<sup>d</sup> Gill on the 2 day of April Anno  
 Dom. 1790 served out Exon on s<sup>d</sup> Judgment & delivered the same to Caleb  
 Lyman Deputy Sheriff in the County of Hampshire, who made Return  
 of the same with the words "I have made diligent search & cannot find the  
 within named Luntton or his Property in my Quarts & return the same un-  
 satisfied, & s<sup>d</sup> Silas has supplicated Remedy & & whereas Ruben Smith & Oliver  
 Doolittle both of Northfield in the County of Hampshire became Bail for said  
 Luntton in the original Process for the appearance of s<sup>d</sup> Luntton to answer &  
 obeying the Order or Judgment thereon & & whereas it was considered by the  
 Sheriff that he make known to s<sup>d</sup> Ruben & Oliver that they be here at the Term  
 to show cause why s<sup>d</sup> Gill ought not to have his Exon against them -

Gill  
 Smith & D.  
 No 173

The Parties appear & agree to a Continuance of this Case to the next Term  
 and it is considered by the Court that they have Day here in Court untill  
 the third Tuesday of January next

Levi Shephard of Northampton in the County of Hampshire Apothecary  
 vs. Clement Miner of Northfield in the same County Potter Debt in & Pro  
 of the Case for his not paying s<sup>d</sup> Levi seven pounds fourteen shil-  
 lings & five pence to ballance Accounts, according to his Promise, to the Dam-  
 age of s<sup>d</sup> Levi fifteen pounds - The Plaintiff appears & the Defendant three  
 Times called to come into Court makes Default of appearance here  
 Therefore it is considered by the Court that s<sup>d</sup> Levi do recover against  
 said Clement seven pounds fourteen shillings & five pence & Costs Dam-  
 ages & Costs of which taxed at £ 1. 3. 7 & thereof do Exon if Sep<sup>r</sup> 18 1790 -

Shephard  
 Miner  
 No 174



Roberts  
Robert & al  
No. 175.  
Abraham Roberts of Fulking in the County of Wiltshire & late of Wiltshire  
man Plff vs. John Roberts late of Warwick in the County of Hampshire Yeoman  
& absent & absconding Debtor & John Moore of Warwick Husbandman his  
Agent & Trustee Defts in a Plea of the Case for said Roberts not paying to Abraham  
Six pounds according to his Promise in his Note dated February 5<sup>th</sup> 1789  
& hath absconded so to the Damage of Abraham Twelve pounds  
The Plff appears, & the said John Moore likewise comes here into Court & being sworn  
& asked whether he had at the Time of the Service of the Summons upon him any  
Goods Effects or Credits of said John Roberts in his hands, made thereto the Answer  
following Viz. Yes I owed him a Note for four pounds dated February 1790  
payable in Real Stock at the Rate of Sixpence twenty Shillings per hundred  
payable the first day of May then next - also at the same Time I gave him  
another Note for £13.6.8 to be paid as the Other was in that Year from  
the Date which was dated Feb<sup>y</sup> 1790 John Moore - and thereupon it is  
considered by the Court that this Case be continued to the next Term the third  
Tuesday of January next

Mattoon  
Dickinson  
Ag<sup>t</sup> No. 176  
Samuel Mattoon of Northfield in the County of Hampshire Physician Plff  
vs. Moses Dickinson late of Northfield Husbandman & absent & absconding Debtor  
& Moses Dickinson Jun<sup>r</sup> of Northfield Yeoman his Agent & Trustee Defts in  
in a Plea of the Case for said Moses not paying to Samuel One pound fourteen  
Shillings according to his Note dated Mar 28. 1789. & the further sum of Four  
pounds ten Shillings for so much Money had & rec<sup>d</sup> & hath absconded  
& concealed himself so to the Damage of Samuel Twelve pounds  
The said Samuel appears & the said Moses Dickinson Jun<sup>r</sup> being now then  
being publicly called to come into Court makes default of Appearance here  
Wherefore it is considered by the Court that this Case be continued to the  
next Term the third Tuesday of January next

Thayer  
Goddard  
No. 177  
Daniel Thayer of Orange in the County of Hampshire Husbandman Plff vs. Moses  
Goddard of the same Orange Gent<sup>l</sup> Deft in a Plea of the Case for that one  
Noah Sparhawk at Orange on April 22<sup>d</sup> A.D. 1787 by his Note for Value  
rec<sup>d</sup> promised to Moses to pay him or Order Two pounds eight shillings  
on Demand with Interest & Moses thereon the same Day by his Indorsement  
on said Note for Value rec<sup>d</sup> ordered the Contents to be paid to the Plff whenever  
said Thayer made his immediate bank after said Sparhawk but could not find him  
nor was said Noah able to pay the Contents thereof & so to the Damage  
of Daniel Twelve pounds - The Parties appeared & agree to a Continuance of  
this Case to the next Term & it is considered by the Court that they have Day  
here in Court until the third Tuesday of January next

Shaley  
Lyman  
No. 178  
Aaron Shaley of West Springfield in the County of Hampshire Yeoman  
Plff vs. Elias Lyman of Northampton in the same County Yeoman Deft in  
a Plea of the Case for his not paying to Aaron Twelve pounds according  
to his Note dated March 21 1786 to the Damage of Aaron Twenty pounds  
The Plff appears & Joel Lyman one of the Executors of the last Will of  
Elias deceased also appears to defend & it is considered by the Court  
that they have Day here in Court until the third Tuesday of January next

Wait  
Goodman  
No. 179  
Martin Wait of South Hadley in the County of Hampshire Blacksmith  
Plff vs. Noah Goodman of the same South Hadley Esq<sup>r</sup> Deft in a Plea of the Case  
at large & for that in the Declaration on File in the Court appears & it is consid  
ered by the Court that they have Day here in Court until the third Tuesday  
of January next



Abner Wade of Springfield in the County of Hampshire Yeoman Plaintiff  
vs  
John Wright of Wilbraham in the County of Hampshire Defendant  
of the Case for his not paying him Ten pounds seven shillings & ten pence  
one farthing for so much he had received &c to the Damage of P<sup>r</sup> Abner Wright  
Ten Twenty pounds - The Plaintiff appears & the Defendant the three Times publicly  
by called to come into Court makes Default of Appearance here where-  
fore it is considered by the Court that P<sup>r</sup> Abner do recover against & vnd  
John Ten pounds seven shillings & ten pence one farthing & L<sup>th</sup> Dam-  
ages & Costs of such taxed at L<sup>th</sup> 1. 19. 5 & thereof Exon off Sept<sup>r</sup> 14 1790

230  
Seth Clarke of Wilbraham in the County of Hampshire Plaintiff vs Charles Eddy Clark  
of the same Wilbraham Yeoman alias Gent<sup>l</sup> Defendant for his not paying P<sup>r</sup> Seth Eddy  
Six pounds according to his Note dated Feb<sup>r</sup> 14 1789 to the Damage of P<sup>r</sup> Seth  
Twelve pounds - The Parties appear & agree to a Continuance And it is  
considered by the Court that they have Day here in Court untill the  
Third Tuesday of January next

Releg Sampson of New Haven in the State of Connecticut Gent<sup>l</sup> Plaintiff vs Joseph  
Tinker of Westfield in the County of Hampshire Yeoman Defendant  
for a Plea of the Case for his not paying P<sup>r</sup> Releg Thirteen  
pounds four shillings & eleven pence two farthings according to his Note  
dated May 19 1788 to the Damage of P<sup>r</sup> Releg Twenty five pounds -  
The Plaintiff appears & the Defendant the three Times publicly called to come into  
Court makes Default of Appearance here wherefore it is consid-  
ered by the Court that P<sup>r</sup> Releg do recover against the said Joseph Four-  
teen pounds eleven shillings & eight pence & L<sup>th</sup> Damages & Costs  
of such taxed at L<sup>th</sup> 2. 11. 5 & thereof Exon off Sept<sup>r</sup> 14 1790

Jonathan Hale Esq<sup>r</sup> of Long Meadow in the County of Hampshire Esq<sup>r</sup> Plaintiff vs  
Mr. Warham Smith of Hadley in the County of Hampshire Husbandman Defendant  
for a Plea of the Case for his not paying P<sup>r</sup> Jonathan Twenty two pounds  
seven shillings & ten pence L<sup>th</sup> according to his Note dated March  
8<sup>th</sup> 1787 to the Damage of P<sup>r</sup> Jonathan Twenty pounds - The Plaintiff  
appears & the Defendant the three Times publicly called to come into Court ma-  
kes Default of Appearance here wherefore it is considered by the  
Court that P<sup>r</sup> Jonathan do recover against P<sup>r</sup> Warham Twenty pounds  
seven shillings & eight pence & L<sup>th</sup> Damages & Costs of such taxed  
at L<sup>th</sup> 2. 5. 1 & thereof Exon off Sept<sup>r</sup> 14 1790

Daniel Graham of Sheffield in the County of Stafford State of Connecticut Plaintiff vs  
Yeoman Plaintiff vs Phoebe Bourroy of Northampton in the County of Hampshire  
Yeoman Defendant for a Plea of the Case for his not paying P<sup>r</sup> Daniel twenty  
Gallons of New Engl<sup>l</sup> Rum according to his Note dated March 24<sup>th</sup> 1789  
to the Damage of P<sup>r</sup> Daniel Ten pounds - The Parties appear & agree to a  
Continuance & it is considered by the Court that they have Day here in  
Court untill the Third Tuesday of January next

Graham  
Bourroy  
231  
Tilly Thie of Brookfield in the County of Worcester Gent<sup>l</sup> Plaintiff vs Thomas Rice  
Phillips of West Springfield in the County of Hampshire Yeoman Defendant  
for a Plea of the Case for his not paying P<sup>r</sup> Tilly Eighteen pounds & Interest  
according to his Note dated April 2<sup>d</sup> 1788 to the Damage of P<sup>r</sup> Tilly Sixteen  
pounds - The Parties appear & agree to a Continuance - And it is consid-  
ered by the Court that they have Day here in Court untill the Third Tuesday  
of January next



Clarke. Lett Clarke of Wilbraham in the County of Hampshire Plaintiff vs Charles Eddy of  
the same Wilbraham Husbandman Deft in a Plea of Trespass for the Case as is at  
large set forth in the Declaration on File &c &c The said Parties appear and agree  
to a Continuance of this Case to the next Term. And it is considered by the Court  
that they have Day here in Court untill the third Tuesday of January next —

Palmer Edmund Palmer of West Springfield in the County of Hampshire Plaintiff vs  
Noble Fowler of Southwick in the County aforesaid Husbandman Deft in a  
Plea of this Case for his not paying six pounds L<sup>d</sup> M<sup>o</sup> with Interest according  
to his Note dated Feb<sup>r</sup> 15<sup>th</sup> last to the Damage of s<sup>r</sup> Edmund twelve pounds —  
The Pl<sup>t</sup> appears & the Deft the same being called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court that s<sup>r</sup> Edmund do  
recover against s<sup>r</sup> Noble six pounds three shillings & seven pence L<sup>d</sup> M<sup>o</sup> Damages  
& Costs of which taxed at L<sup>d</sup> 8.5 & thus of &c Exon<sup>d</sup> of Sept<sup>r</sup> 14. 1790.

Parrons Lewis Parrons of Springfield in the County of Hampshire Plaintiff vs  
Ruben Gunn of Plainfield in the County of Hampshire Plaintiff vs  
Gunn Deft in a Plea of this Case for his not paying the Pl<sup>t</sup> Ten pounds with Interest  
according to his Note dated November 15<sup>th</sup> 1783 to the Damage of s<sup>r</sup> Lewis  
fourteen pounds — The Pl<sup>t</sup> appears & the Deft the same being publicly  
called to come into Court makes Default of appearance here Wherefore  
it is considered by the Court that s<sup>r</sup> Lewis do recover against s<sup>r</sup> Ruben  
eight pounds sixteen shillings & L<sup>d</sup> M<sup>o</sup> Damages & Costs of which taxed at  
L<sup>d</sup> 8.11 & thus of &c Exon<sup>d</sup> of Sept<sup>r</sup> 14. 1790 —

Pyles & al James Pyles William Smith & Thomas Dwyght all of Springfield in the County  
of Hampshire Just<sup>s</sup> & Josiah Dwyght of Stockbridge in the County of Berkshire  
Just<sup>s</sup> Pl<sup>t</sup> vs Solomon Pook late of Norwilt in the County of Hampshire Plaintiff  
N<sup>o</sup> 189 an absconder & absconding Debtor & Noah Dixley of Chicester in the County of Hampshire  
Pl<sup>t</sup> vs Solomon Deft in a Plea of this Case for s<sup>r</sup> Solomon  
not paying the Pl<sup>t</sup>s Ten pounds according to his Note dated Jan<sup>y</sup> 28. 1789  
& with absconded &c &c The Pl<sup>t</sup> appears, & the said Noah the Agent of s<sup>r</sup> Solomon  
likewise comes into Court and being sworn declares upon his Oath that at the  
Time of the Service of the Writ he owed s<sup>r</sup> Solomon three Notes of hand, one of  
Ten pounds payable in Cattle June 1<sup>st</sup> 1791, another for Ten pounds payable in  
Cattle the 1<sup>st</sup> day of June 1792 another for Ten pounds payable in Shaves in  
November 1791 — And thereupon it is considered by the Court that this Case  
be continued to the next Term the third Tuesday of January next —

Worthington John Worthington of Springfield in the County of Hampshire Plaintiff vs  
Morley John Morley of Westfield in the County aforesaid Wheelwright Deft in a Plea  
of Trespass that s<sup>r</sup> Morley at s<sup>r</sup> Westfield on the first day of August last cut down  
the Elm of him the s<sup>r</sup> Worthington in s<sup>r</sup> Westfield South of the Dwelling House of  
Thomas Morley on the West Road so called with Force & Arms did break & enter  
& the Grap of him the said Worthington in the Elm aforesaid then growing did cut  
take & carry away of the Value of sixty shillings & to the Damage of s<sup>r</sup> Worthington  
ten Ten pounds — The Parties appear & agree to a Continuance And it is  
considered by the Court that they have Day here in Court untill the third Tues  
day of January next



William Bull & George Bull both of the City & County of Hartford & State of Connecticut Traders Plaintiffs vs Silas Brown Defendant a Defendant appears both of Easthampton in the County of Hampshire Defts in a Plea of the Case for their not paying the Pleas eight pounds two shillings L<sup>ts</sup> on Demand with Interest according to their Note dated April 10<sup>th</sup> last to the Damage of S<sup>r</sup> William & George Twenty pounds The Parties appear and agree to a Continuance of this Case and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Bull & Brown

Josiah Newberry of Windsor in the County of Hartford & State of Conn Plaintiff vs Joseph Wither late of S<sup>r</sup> Putnamfield in the County of Berkshire Defendant alias Gent<sup>l</sup> Deft in a Plea of the Case as it at large set forth in the Declaration on File The Plea being then Thiers called to come into Court is now with the Deft defaulted & the Action is dismissed

Wither N<sup>o</sup> 193

John Harwood of Palmer in the County of Hampshire Plaintiff vs Isaac Gragg of Putnam in the County of Hampshire Defendant alias Gragg of the Case for his not paying his Note of Hand of L<sup>ts</sup> 200 & another Note of L<sup>ts</sup> 67-6 to the Damage of said John Twenty pounds The said Parties appear and agree to a Continuance & it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Gragg N<sup>o</sup> 192

Elizabeth Amory of Boston in the County of Suffolk Gentlewoman Adm<sup>r</sup> on the Estate of Thomas Amory late of S<sup>r</sup> Boston Merchant decd vs Mary Dwyght of Northampton in the County of Hampshire Gentlewoman & Timothy Dwyght late of S<sup>r</sup> Northampton Clerk only surviving Executors of the last Will of Thomas Amory of Northampton Defts in a Plea of the Case for that Timothy now deceased in his Life Time on Sept<sup>r</sup> 18<sup>th</sup> 1775 by his Note for Value recd promised S<sup>r</sup> Thomas then living to pay him or Order Eighteen pounds sixteen shillings & two pence on Demand with Interest & that Timothy the Testator nor either his Executors or assigns have paid the same to S<sup>r</sup> Thomas in his Life Time or to S<sup>r</sup> Adm<sup>r</sup> to her Damage Thirty pounds The Plea appears & the S<sup>r</sup> Mary who only has been summoned the three Times publicly called to come into Court makes default & appears here & where fore it is considered by the Court that S<sup>r</sup> Elizabeth do recover against S<sup>r</sup> Mary in her said Capacity Ninety pounds three shillings & eleven pence L<sup>ts</sup> Damages & Costs of Suit taxed at L<sup>ts</sup> 2-11 & through & upon off Sept<sup>r</sup> 14. 1780.

Amory Adm<sup>r</sup> Dwyght Ex<sup>r</sup>

N<sup>o</sup> 194

Jonathan Simpson late of Boston in the County of Suffolk & Plaintiff vs Solomon Stoddard Esq<sup>r</sup> of Northampton in the County of Hampshire late Sheriff of said County Deft in a Plea of the Case for that S<sup>r</sup> Jonathan at this Court the last Tuesday of August A<sup>d</sup> 1773. moved & Judgments against S<sup>r</sup> Stoddard then of Springfield in S<sup>r</sup> County of Hampshire for L<sup>ts</sup> 4-8-6 Damages & L<sup>ts</sup> 2-4-8 Costs of Suit & send out upon Thorns & delivered the same to S<sup>r</sup> Solomon to execute & return A<sup>d</sup> S<sup>r</sup> Solomon wholly neglected to execute or return the same whereby S<sup>r</sup> Jonathan hath lost the Benefit of Judgments to his Damage twenty pounds The Parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court untill the third Tuesday of January next

Simpson & Stoddard

N<sup>o</sup> 195



Bardwell Simon Bardwell of Belchertown in the County of Hampshire from  
Hill Ephraim Hill of Stone in the County of Hampshire Defendant in a Plea  
No 196 of the Case for his not paying Simon Forty seven pounds three shillings &  
six pence with Interest according to his Note Dated Dec. 1. 1788. & the Damage  
of said Simon eighty pounds. The Plea appears & the Deft the said  
Simon publicly called to come into Court makes Default of Appearance  
here - Wherefore it is considered by the Court that S. Simon do recover  
against Ephraim Fifty two pounds & four shillings half Penny Da  
mages & Costs of Suit taxed at £ 1. 11. 3 & Penalties &c. on Sep. 14. 1790

Newbury & Adams Roger Newbury of Windsor in the County of Stafford & State of Connecticut  
No 197 Esq. v. Titus Adams of Granville in the County of Hampshire from  
No 197 Deft in a Plea of the Case for not paying Roger Eight pounds twelve shil  
lings & 6 pence for services done & performed as an Att. according to his Pro  
cess to the Damage of said Roger Nine pounds. The Parties appear  
and it is considered by the Court that they have Day here in Court un  
till the third Tuesday of January next

Worthington & Chapin John Worthington of Springfield in the County of Stamps here Esq.  
No 198 v. Luther Chapin of Belchertown in the County of Hampshire from  
No 198 man Deft in a Plea of Turpiss for that he on June 1. last past  
at Belchertown with force & arms the Clove of him & John did break  
enter & the Grass then growing of the Value of Eight pounds did cut &  
carry away & other Grass then growing did with Horses Open Crowned Shays  
carriage tread down & destroy to the Damage of John Twenty pounds  
The Plea appears by John Strother Esq. his Att. & the Deft by Caleb Strong  
Esq. his Att. comes & defends the Force & Injury wherefore & says he is not  
guilty in Manner & Form as the Plea hath alleged & that of with him  
upon the Country & and the said John exercising Liberty to reap  
under the Appeal says that the Plea of the said Luther & the Matter there  
in contained are an insufficient Answer to the said John Declaration  
& that he is not by Law of the Land bound to make Answer thereto all  
which he is ready to verify wherefore the said John for Want of a suffi  
cient Plea pray Judgment that his Damages & Costs may be adjudged to  
him & whereupon all & singular the Premises being found by the Court  
here fully understood, for as much as it appears to the Court that the Plea  
of the said Luther is a full & sufficient Answer to the Declaration  
of the said John & that the said John ought not to have & maintain  
his said Action, therefore it is considered by the Court that the said  
John by his Action do receive nothing but that for his groundless Claim he  
be in Mercy & that S. Luther do recover against John his Costs taxed  
at £ 1. - Whereupon S. John by his Att. aforesaid appeals  
from the Judgment of the Court to the Supreme Judicial Court to be  
holden at Springfield in & for the County of Stamps here on the fourth  
Tuesday of September Current & he recognises with Sureties for prosecu  
ting the same



Benjamin Tarrin of Wilbraham in the County of Hampshire Plaintiff  
 Pease of Boston in the County of Hampshire Defendant  
 not paying him Twenty one pounds one shilling & two pence for sundry services  
 done & performed for him according to his Promise to the Damage of Tarrin  
 under Forty pounds - The Parties appear & agree to a Continuance & it is  
 considered by the Court that they have Day here in Court untill the third Tues  
 day of January next

Tarrin  
 Pease  
 No 199

David Bull of Hartford in the County of Hartford & State of Connecticut  
 Plaintiff  
 Isaac Sherman of Marlboro' in the County of Middlesex  
 Defendant  
 not paying David Bull in a Plea of the Case for his not paying David  
 Ten pounds ten shillings & 10/- according to his Note dated Mar 11<sup>th</sup> last  
 past - to the Damage of David fifteen pounds The Plaintiff appears and  
 the Defendant the three times, but being called to come into Court makes Defaults  
 & appearance here - Wherefore it is considered by the Court that said  
 David do move against said Isaac Ten pounds sixteen shillings &  
 three pence & 10/- (Damages & Costs of suit taxed at 1/- 19/- 3/- the 10/- &  
 Expenses of Sept 14. 1790

Bull  
 Sherman  
 No 200

John Murray of Fredericks in the Province of New Brunswick & Plaintiff  
 Jonathan Ware of Norwich in the County of Hampshire Husbandman Defendant  
 a Plea that he render him Two hundred & forty pounds according to his Bond  
 dated & executed December 19<sup>th</sup> 1792 to the Damage of John  
 Four hundred pounds - The Parties appear and it is considered by the  
 Court that they have Day here in Court untill the third Tuesday of January  
 next

Murray  
 Ware  
 No 201

I Annolly sene & Abel Clary Administrators on the Estate of Joseph Clary Clary Admin  
 late of Dorset in the County of Hampshire deceased, that there has been Peter Putale  
 a legal Settlement & Distribution of the Estate, before which Distribution the  
 whole of the personal Estate & the proceeds of the Sale of part of the Real Estate  
 of said Deceased was appropriated to the payment of Debts due from the Estate  
 exhibited before the Distribution was made, since when there appears due  
 from the Estate Seventy five pounds 1/8<sup>th</sup> he therefore prays he may be licensed  
 to make Sale of so much of the Real Estate as shall produce the sum of  
 with Costs of Sale - Which Petition being read with a Certificate from the  
 Office of the Register of Probate in this County confirming the same it is consid  
 ered by the Court that the Administrators be & he hereby is empowered to make  
 Sale of so much of the Real Estate of said Deceased as shall produce the sum of  
 Eighty pounds for the purposes in his Petition mentioned, he observing  
 the Law relating to such Sales

No 202

Samuel Wells of Greenfield in the County of Hampshire Plaintiff  
 Samuel Taylor Esq<sup>r</sup> Martha Taylor Widow Samuel Taylor Husbandman Esq<sup>r</sup>  
 Taylor Husbandman, Tertius Taylor Esq<sup>r</sup> & William Taylor Husbandman Esq<sup>r</sup>  
 heirs of the last Will & Testament of Phineas Taylor late of Charlemont in the County  
 of Hampshire Esq<sup>r</sup> died Defendant in a Plea of the Case for the said Phineas in his Life  
 Time, not paying Wells Fifty two pounds & 10/- with Interest according to his  
 Note dated June 4. 1788 to the Damage of Wells twenty pounds -  
 The Parties appear & the Defendant moves for a Continuance of this Case & it is  
 considered by the Court that they have Day here in Court untill the third  
 Tuesday of January next

Wells  
 Taylor & al  
 No 203

Levi Wells of Barnardston & Reuben Wells of Greenfield Esq<sup>r</sup> both in the  
 County of Hampshire Plaintiff  
 Esq<sup>r</sup> Henry Porter of Northampton in the same County  
 Esq<sup>r</sup> & Jonathan Dwight of the same Northampton Defendant  
 in a Plea of the Case for their not paying the Plaintiff Thirty six pounds & 10/- for eight run throu  
 sand of Boards, according to their Promise, to the Damage of Levi & Reuben

Wells & al  
 Porter & al  
 No 204







234  
Maltham Tyler of Pelham in the County of Hampshire Husbandman Plaintiff  
vs  
Simon Tyler of Pelham in the County of Worcester Husbandman Defendant in a  
Petition of the Case for his not paying the Debt Twenty four pounds fourteen shillings  
and half pence Lawful Money with Interest according to his Note Dated April 1<sup>st</sup> 1789  
to the Damage of Maltham Thirty five pounds The Debt appears  
and the Debt the three Times publicly called to come into Court makes  
Default of Appearance here ~ Wherefore it is considered by the Court that  
Maltham do recover against Simon Thirty five pounds six shillings  
and five pence L<sup>rd</sup> (Damages & Costs of Suit taxed at L<sup>rd</sup> 1. 10. 7 & thereof do  
Execution Feb<sup>y</sup> 7. 1791

Jonathan Warner of Hardwick in the County of Worcester Esq<sup>r</sup> humbly Plaintiff  
vs  
Samuel Hardwick of Macon in the County of Hampshire Esq<sup>r</sup> Defendant in a  
Petition of the Case for one pound fourteen shillings and four pence  
(Debt & Costs of Suit from which Judgment was given against the Defendant  
and he failed to prosecute the same) Jonathan therefore prays Affirmation  
of Judgment with additional Damages & Costs ~ And therefore it is considered  
by the Court that said Jonathan do recover against Samuel One  
pound fourteen shillings and four pence L<sup>rd</sup> Damages & Costs of Suit  
taxed at L<sup>rd</sup> 2. 5. 2 & thereof do Execution Feb<sup>y</sup> 14. 1790

Jeremiah M<sup>rs</sup> Mullen of Pelham in the County of Hampshire Plaintiff  
vs  
David M<sup>rs</sup> McIntosh of Ware in the County of Hertfordshire Defendant in a  
Petition of the Case for his not paying Jeremiah Eighteen shillings  
according to his Note Dated Dec<sup>r</sup> 1. 1789 to the Damage of  
Jeremiah twelve pounds The Debt appears & the  
Debt the three Times publicly called to come into Court makes Default  
of Appearance here ~ Wherefore it is considered by the Court that  
Jeremiah do recover against David Nine pounds six shillings  
and half pence Lawful Money Damages & Costs of Suit taxed at L<sup>rd</sup> 1. 17. 9 & thereof do  
Execution Feb<sup>y</sup> 4. 1790

Ananias Spooner of Hardwick in the County of Worcester Husbandman Plaintiff  
vs  
David M<sup>rs</sup> McIntosh of Ware in the County of Hampshire Defendant in a  
Petition of the Case for his not paying Ananias twenty one English  
shillings according to his Note Dated October 7. 1789 to the Damage of  
said Ananias Nine pounds The Debt appears & the Debt the  
three Times publicly called to come into Court makes Default of  
Appearance here ~ Wherefore it is considered by the Court that  
Ananias do recover against said David Six pounds twelve  
shillings & three pence of Lawful Money Damages & Costs of Suit  
taxed at L<sup>rd</sup> 2. 2. 7 & thereof do Execution Feb<sup>y</sup> 27. 1790

Martin Stevens of Orange in the County of Hampshire Plaintiff  
vs  
Moses Goddard of the same Orange Gent<sup>l</sup> Defendant in a Petition of  
the Case for his not paying Martin Five hundred & thirty one  
pounds 11/5 according to his Promise to the Damage of Martin  
Four thousand pounds The Parties appear & agree to a Continuance  
and it is considered by the Court that they have Day here in Court  
until the third Tuesday of January next

Samuel Blodget of Palmer in the County of Hampshire Plaintiff  
vs  
Nash Thompson of the same Palmer Plaintiff Defendant in a Petition of the Case as  
is at large set forth in the Declaration on File &c ~ The Parties appear & agree to  
refer this Case to the Determination of Daniel the Keys & Col<sup>l</sup> Thubert men & Doctor  
Amey Scott the Award of them or any two of them to be final to be returned into  
the Court Judgment to be made up & Execution speed accordingly And in  
case either party having been notified of the Time & Place of Meeting of the Party  
not attending said Case & shall neglect to attend & appear shall proceed ex  
Parte ~ Whereupon it is considered by the Court that a Judgment of the Parties  
be the Rule of this Court in this Case & that they have Day here in Court until the  
third Tuesday of January next



Carl  
Nelson  
No 216  
Ruben Carl of Johnston in the County of Montgomery & State of New York Silver Smiths Plaintiff Benjamin Nelson D. of Danbury in the County of Hampshire Husbandman Deft in a Plea of the Case for his not paying said Ruben eleven pounds three shillings & seven pence amounting to his note dated April 25. 1786 to the Damage of said Ruben nineteen pounds - The Parties appear and agree to a continuance of this case - And it is considered by the Court that they have Day here in Court until the third Tuesday of January next -

Jennings Adm  
Basset  
No 217  
Jonathan Jennings of Windham in the County of Windham late of Connecticut Administrator on the Estate of James Basset late of Windham deceased Plaintiff vs Isaac Basset of Cheshire in the County of Hampshire Yeoman in a Plea of the Case as is all large set forth in the Writ on this &c The Parties appear & agree to a continuance &c And it is considered by the Court that they have Day here in Court until the third Tuesday of January next

Williams Esq  
Ransom  
No 218  
Annaly Esq vs Solomon Williams of Deerfield in the County of Hampshire Yeoman that he recovered before Hugh M'Clallen Esq. Just. Pair against Isaac Ransom of Shelburne in the County aforesaid Just. Twelve shillings & four pence Costs of which from which Judgment of Isaac appealed to this Court but has failed to prosecute the same He therefore prays Affirmation &c And it is considered by the Court that Solomon do recover against Isaac Ransom shillings & pence & thereof &c  
Exempli Sept 22. 1790.

Brown  
Hinds  
No 222  
Edward Brown of Bridgeport in the County of Addison & State of Vermont Yeoman Plaintiff vs Solomon Hinds in the County of Hampshire Husbandman Deft in a Plea of the Case for his not paying to Edward eight pound law full Money according to his Promise to the Damage of said Edward fifteen pounds - The Parties appear & agree to refer this case to the Determination of Isaac Powers of Daniel Gray & Ruben Boddy the Award of them or any two of them to be final to be returned into this Court Judgment to be made up & given up accordingly - Where Agreement is made a Rule of this Court & it is considered that they have Day here in Court until the third Tuesday of January next

Lyon  
Parsons  
No 223  
Leonard Lyon of Gorham in the County of Hampshire Innholder Plaintiff vs Solomon Parsons of the same Gorham Husbandman Deft in a Plea of the Case ever entered into of one Ebenezer Small Just. Pac? - The Parties appear and the Referee has sent into Court their Award to wit that the said Solomon is not guilty of the Trespas charged against him & that he do recover against said Leonard Three pounds twelve shillings & six pence Costs &c Which said Award is accepted & it is considered by the Court that said Solomon do recover against said Leonard Costs of Court & Reference taxed at Four pounds six shillings & four pence & thereof &c  
Exempli Sept 15. 1790

Robbins Appell  
Parsons App  
No 224  
Samuel Robbins of Belhus town in the County of Hampshire Yeoman Appell? vs Nathan Parsons Inm? of the same Belhus town Just? Appellee from the Indgt of Ephraim Wright Esq. Just. Pac? in which Case said Nathan was Plaintiff & said Samuel Deft in a Plea of the Case for said Nathan's not paying to Nathan Twenty five shillings & another Sum of forty five shillings to the Damage of said Nathan eighty shillings The Parties appear and it is considered by the Court that they have Day here in Court until the third Tuesday of January next



John Hambleton of Palmer in the County of Hampshire Gent.<sup>r</sup> Plaintiff David  
McClintock of Ware in the County of Bedfordshire Defendant in a Plea of Debt Hambleton  
and entered into before William Scott Esq.<sup>r</sup> Just.<sup>r</sup> &c. The Parties ap-  
pear & the Referee now sent in their Award viz that said John do re-  
cover against said David Twelve pounds two shillings & eight pence Dam-  
ages & Costs of Reference being One pound twelve shillings & one sixth of  
penny to be taxed by the Court in full of all Demands &c. which said  
Award is accepted & it is considered by the Court that John do move  
against said David Twelve pounds two shillings & eight pence Law Money  
Damages & Costs of Suit & Reference being £ 2.8.11 & three pence  
Exon. if. 14. 1790 -

John Park of Granby in the County of Hampshire Yeoman & Plaintiff his  
Wife Wife v. Eliza Porter of Hadley in the County of Bedfordshire Defendant  
of the same County Debt in a Plea of the Case as is at large set forth  
in the Declaration on File &c. The Parties appear & agree to a Court  
in name of the Case to the next Term & it is considered by the  
Court that they have Day here in Court until the third Tuesday  
of January next

Jonathan Dwyght of Northampton in the County of Hampshire Yeoman  
Plaintiff Abner Fowler of Southwick in the same County Defendant in a Plea of the Case  
for not paying said Jonathan Thirty six pounds & two  
pence according to his Promise to the Defendant of said Jonathan  
Forty pounds The Parties appear & agree to a Continuance &c  
And it is considered by the Court that they have Day here in Court un-  
til the third Tuesday of January next

Samuel Dick of Bolton in the County of Suffolk Merchant Plaintiff  
Joseph Barnard & his Bandman & Samuel Barnard Esq.<sup>r</sup> both of Dorset  
in the County of Hampshire Administrators on the Estate of Joseph Bar-  
nard late of said Dorset Gent.<sup>r</sup> deceased Defendants in a Plea of Debt  
for their not paying  
said Samuel in their said Capacity Two hundred & sixty two pounds 11/11  
being the Amount of a Judgment for Damages Costs &c. &c. &c. &c.  
entered against them in their said Capacity & for having Cause why said Samuel  
should not have his Execution against them of their own Goods to satisfy the  
Same &c. The Parties appear & agree to a Continuance &c. And it is  
considered by the Court that they have Day here in Court until the third  
Tuesday of January next

John By. v. Henry Martin Thingsley that at about before Isaac Fox  
Esq.<sup>r</sup> Just.<sup>r</sup> &c. May 10 1790 he received Judgment against Oliver Allen  
for Two pounds sixteen shillings & one penny & Costs of Suit  
from which Judgment said Allen appealed to the Court but has failed to  
prosecute the Same. He therefore prays Affirmation of said Judgment  
with additional Damages & Costs &c. And thereupon it is considered by  
the Court that said Martin do recover against said Oliver Two pounds  
seventeen shillings & one penny Law Money Damages & Costs of Suit  
taxed at £ 2.5.6 & three pence  
Exon. if. 14. 1790

Samuel v. Ebenezer Shingley of Becket in the County of Berkshire  
that David Fowler Esq.<sup>r</sup> of Southwick in the County of Hampshire hath neglected  
prosecute a Writ commenced against him at this Court. He therefore prays  
the Costs occasioned him thereby may be adjudged to him &c. And thereupon  
it is considered by the Court that said Ebenezer do recover against said  
David One pound fourteen shillings & six pence Costs of Suit & three pence  
Exon. if. 14. 1791



Pellon  
Booth  
N<sup>o</sup> 231  
Ethan Pellon of Middlefield in the County of Hampshire before  
Jeph or Simon Booth of the same Middlefield for non Debt in a Rule  
of Reference acknowledged before Nathaniel Bager Esq<sup>r</sup> Just<sup>ice</sup> of the Peace. The said  
Parties appear & the Reference by them chosen now send into Court their  
Award V<sup>er</sup>o That said Simon shall pay the said Ethan Twenty four  
shillings & 6 p<sup>en</sup>ny Damages & Costs of Reference taxed at £ 2. 19. 1 ~  
Which said Award is accepted & it is considered by the Court that  
P<sup>r</sup> Ethan do recover against S<sup>r</sup> Simon Twenty four shillings of  
Lawful Money Damages & Costs of which Reference taxed at £ 4. 6. 0 &  
thereof & ~  
Exon<sup>is</sup> Sep<sup>r</sup> 15. 1790

Curtiss  
Morse  
N<sup>o</sup> 232  
Solos Curtiss of Worthington in the County of Hampshire & Samuel Morse  
of the same Worthington Parties in a Rule of Reference acknowledged before  
Nathaniel Bager Esq<sup>r</sup> Just<sup>ice</sup> of the Peace. The said Parties appear & the Reference by them chosen  
now send into Court their Award V<sup>er</sup>o That said Solos shall pay to said Samuel  
Seven pounds & three p<sup>en</sup>nyings & Costs of Court to be taxed by the Court in full  
of all Demands excepting certain Notes which Samuel has against said  
Solos which are not yet payable &c. Which said Award is accepted & it is con-  
sidered by the Court that said Samuel do recover against P<sup>r</sup> Solos Seven  
pounds & three p<sup>en</sup>nyings & 6 p<sup>en</sup>ny Damages & Cost of Court taxed at  
& thereof & ~

Lee  
N<sup>o</sup> 233  
Samuel Lee of Southwick in the County of Hampshire for non complaining  
that at a Court holden before Sam<sup>l</sup> Esq<sup>r</sup> Just<sup>ice</sup> of the Peace Mar 31. last he recovered  
Judgment against Solomon Lee of Westfold in the County aforesaid for  
Two pounds ten p<sup>en</sup>ny & 6 p<sup>en</sup>ny Damages & Costs of Suit taxed at 12 p<sup>en</sup>ny from  
which Judgment P<sup>r</sup> Solomon appealed to this Court but has failed to prosecute  
the same he therefore prays Affirmation of P<sup>r</sup> Judgment with Additional Costs  
Therefore it is considered by the Court that P<sup>r</sup> Samuel do recover against  
said Solomon Two pounds & ten p<sup>en</sup>ny of Lawful Money Damages & Cost  
of Suit taxed at £ 2. 12. 0 & thereof & ~

Stutcher  
Clark  
N<sup>o</sup> 234  
Ann & Charles Stutcher & Lisa Cowen that at a Court holden  
before Nathaniel Bager Esq<sup>r</sup> May 6. last they recovered Judgment against  
Samuel Clark for eight shillings & six p<sup>en</sup>ny & 6 p<sup>en</sup>ny Damages & 6 p<sup>en</sup>ny still  
hings & eight p<sup>en</sup>ny Costs from which Judgment P<sup>r</sup> Samuel appealed to this  
Court but has failed to prosecute the same, they therefore pray Affirmation  
of Judgment with additional Damages & Costs And it is considered by  
the Court that P<sup>r</sup> Charles & Lisa do recover against P<sup>r</sup> Samuel Eight shillings  
& seven p<sup>en</sup>ny of Lawful Money Damages & Costs of Suit taxed at £ 2. 8. 0 &  
thereof & ~  
Exon<sup>is</sup> Sep<sup>r</sup> 15. 1790

Rowe  
Mumroe  
N<sup>o</sup> 235  
Ann & Lisa Rowe of Worthington Traders that at a Court holden  
before Edward Swell Esq<sup>r</sup> Just<sup>ice</sup> of the Peace June 30. last he recovered Judgment  
against Jonathan Mumroe of Plainfield for twelve shillings & eleven  
p<sup>en</sup>ny & 6 p<sup>en</sup>ny Damages & twelve shillings & one p<sup>en</sup>ny Costs from which Judg-  
ment P<sup>r</sup> Jonathan appealed to this Court but has failed to prosecute the same  
he therefore prays Affirmation of the Judgment with additional Damages  
& Costs ~ And it is considered by the Court that P<sup>r</sup> Lisa do recover against  
P<sup>r</sup> Jonathan Thirteen shillings & one p<sup>en</sup>ny & 6 p<sup>en</sup>ny Damages & Costs of Suit  
taxed at £ 1. 18. 4 & thereof & ~  
Exon<sup>is</sup> Sep<sup>r</sup> 15. 1790



Robert Fulton of Colrain in the County of Hampshire Yeoman Deft. John Walker of Hadley in the County aforesaid Yeoman. & hereafter his wife Duff Fulton in a Plea of Infame acknowledged before Hugh M. Allen Esq. Just. Pac. ~ Walker al  
The Parties appear & the Pleas by them chosen now read into Court then Award Vint. That said John do recover against P. Robert Fulton his Costs & being Three pounds one shilling & four pence & which said Award is accepted and it is considered that said John do recover against the P. Robert Fulton his Costs of Infame & Court taxed at Three pounds ten shillings & three pence. ~  
Exon if Oct. 8. 1790 ~

It is hereby shew Jonathan Walden Administrator over the Estate of Joseph Webb late of Wilbraham in the County of Hampshire dec'd ~  
That the whole of the personal Estate of said Dec'd amount to £38.5.3 & the Real Estate as appraised to £205. That the Debts due from said Estate amount to £213.13.8 exclusive of the Adm. Tax of £10.2.4 ~  
He therefore prays he may be allowed to sell the whole of the Real Estate of said Dec'd for the payment of his Debts ~ While said Petition being read it is thereupon considered that said Administrator be and he hereby is now power'd to sell the whole of the Real Estate of said Dec'd for the purpose of paying his Debts. he herein observing the Directions of the Law relating to such Sales ~  
Gordon

It is hereby shew Joseph Gorkham of Norwich that Elias Hubbel of Westfield in the County of Hampshire hath neglected to prosecute his Action against Hubbel & Joseph ~ He therefore prays that his Costs occasioned thereby may be assigned to him ~ And thereupon it is considered by the Court that P. Joseph do recover against P. Elias Twelve shillings & 6 pence Damages & Costs of which taxed at £2.7.9 & three pence ~  
N<sup>o</sup> 238.

It is hereby shew Jacob Noble of Westfield in the County of Hampshire Noble Gent<sup>l</sup> that at a Court before Samuel Mather Esq. Just. Pac. June 28<sup>th</sup> 1790 he recovered Judgment against Solomon Lee of the same Westfield Yeoman for £2.10.7 & 6 pence Damages & 12 pence Costs from which Judgment said Solomon appealed to this Court but has failed to prosecute the same ~ He therefore prays Affirmation of the Judgment with additional Damages & Costs ~ And thereupon it is considered by the Court that said Jacob do recover against P. Solomon Two pounds five shillings of lawful money Damages & Costs of which taxed at £2.0.1 & three pence ~  
Exon if Sept. 20<sup>th</sup> 1790 ~  
N<sup>o</sup> 239

It is hereby shew Moses Hook of Southwick in the County of Hampshire Hook Gent<sup>l</sup> that at a Court before Samuel Mather Esq. Just. Pac. Mar 22<sup>nd</sup> last he recovered Judgment against Abner Hawler of the same Southwick for thirty one shillings & six pence Damages & £2.2.0 Costs of which Judgment said Abner appealed to this Court but has failed to prosecute the same ~ He therefore prays Affirmation of the said Judgment with additional Damages & Costs ~ And it is considered by the Court that P. Moses do recover against said Abner One pound twelve shillings & six pence & 6 pence Damages & Costs of which taxed at £3.11.9 & three pence ~  
Exon if Sept. 20<sup>th</sup> 1790 ~  
N<sup>o</sup> 240



Judd  
as  
Seall  
N<sup>o</sup> 242  
Samuel Judd 2<sup>d</sup> of Northampton in the County of Hampshire from  
M<sup>r</sup> or Eliza Seall of Easthampton in the County of Hampshire from  
of the Can as is set forth at large in the Declaration on File on the  
Parties appear and agree to a continuance of this Can to the next Term  
And it is considered by the Court that they have Day here in Court  
until the third Tuesday of January next

Bolter  
as  
Bisbee  
N<sup>o</sup> 243  
Annally & Sons William Bolter of Northampton in the County of Hampshire  
Ladler at a Court holden before Samuel Thibbly Esq<sup>r</sup> Just<sup>ice</sup> May 24<sup>th</sup> 1790  
recovered Judgment against Luther Bisbee of Cummington in the County of  
Labourer for one pound nine shillings & six pence Damages & Costs of Suit  
taxed at £0.15.2. From which Judgment Luther appealed to this Court  
but has failed to prosecute the same in three full days Affirmation of the  
said Judgment with additional Damages & Costs — And thereupon it is  
considered by the Court that said William do recover against Luther  
Two pounds & eight pence L<sup>th</sup> Damages & Costs of Suit taxed at £1.18.7  
& thereof &c  
Exon if Sep<sup>r</sup> 15. 1790 —

Bell's Admin.  
Pet<sup>n</sup> for Sale  
& Order  
N<sup>o</sup> 244  
Annally & Sons Thomas Bell Administrator on the Estate of Thomas  
Bell late of Colrain in the County of Hampshire demand that the Debts  
due from said Estate exceed the Value of the personal Estate £191.10.0<sup>3</sup>/<sub>4</sub> —  
& the Value of the Real Estate amount to £24.7.6 & that they may  
be empowered to make sale of the whole of the Real Estate of said Demand for  
the purpose of paying the Debts due therefrom so far as the same will do it  
Which said Petition being read together with a Certificate from the Office  
of Registry of Probate of Wills for said County establishing the Facts there  
in set forth, it is thereupon considered by the Court that the said Administra  
tor be & he hereby is empowered to make sale of the whole of the Real Estate  
of said Demand for the purpose set forth in said Petition he having observed the Di  
rections of the Law relating to such Sales

Ward & al.  
Pet<sup>n</sup> for Par  
tition  
N<sup>o</sup> 245  
Annally & Sons Joseph Ward Esq<sup>r</sup> & John Cumingham Esq<sup>r</sup> Traders both of Bos  
ton in the County of Suffolk that they are seized of certain distinct parts of  
the whole of the House Lot in Northampton with the Buildings thereon lately owned  
by Eliza Allen bounded Southerly & Northerly by Sheppway, Easterly the Land of  
Eliza Allen & Westerly on Land of Thos<sup>o</sup> Johnson Williams, in Common with the  
said Eliza — They therefore pray that Partition of the said Lot & Buildings  
may be made &c and thereupon it is considered by the Court that Eliza  
having been summoned to appear & being nowhere up in Court that Simon  
Parsons Esq<sup>r</sup> Ephraim Wright Esq<sup>r</sup> Eliza Thibbly Esq<sup>r</sup> Josiah Dickinson & Quarten Comrey  
be & they be hereby appointed to make Partition as prayed for

Dewey  
as  
Chapin  
N<sup>o</sup> 246  
Annally & Sons Benoit Dewey of Hanover in the County of Cheshire & State of  
New Hampshire Blacksmith that at a Court before William Pycher Esq<sup>r</sup> Just<sup>ice</sup>  
he recovered Judgment for Two pounds seven shillings & nine pence Damages &  
Costs of Suit taxed at £2.10.2 against Peter Chapin of Pelhamtown in the County  
of Hampshire Shipman from which Judgment Peter appealed to this Court but  
has failed to prosecute the same — He therefore pray Affirmation of said Judgment  
with additional Damages & Costs — And it is considered by the Court that Benoit  
do recover against said Peter Two pounds nine shillings L<sup>th</sup> Damages & Costs  
of Suit taxed at £3.3.9 & thereof &c  
Exon if Sep<sup>r</sup> 14. 1790 —



David Fowler Jun<sup>r</sup> of Southwick in the County of Hampshire Gent<sup>l</sup> Pet<sup>r</sup> 23<sup>rd</sup>  
Israel Mosley of Westfield in the County aforesaid Gent<sup>l</sup> Pet<sup>r</sup> 24<sup>th</sup> in a Petition  
acknowledged before William Shepard Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> The said Parties appear  
and the Supers by them chosen now send into Court their Award as may be seen  
ablarge the next Term - And it is considered by the Court that  
S<sup>r</sup> Parties have Day here in Court untill the third Tuesday of  
January next

Humbly shew Walter Pagg of West Springfield in the County of Hamp<sup>sh</sup> Pagg & al  
Shir Goodman & Joseph Peterson of the same West Springfield Townsman that  
before Abraham Parbours Esq<sup>r</sup> Just<sup>l</sup> Pac<sup>l</sup> on April 9<sup>th</sup> last they re-  
ceived Judgments against Seth Remington of West Springfield Townsman  
for nine shillings & seven pence Costs from which Judgments said  
Seth appealed to this Court, but has failed to prosecute the same. They  
therefore pray the same may be affirmed with additional Costs &  
thereupon it is considered by the Court that said Walter & Joseph do re-  
cover against said Seth their Costs taxed at One pound twelve shillings  
and ten pence & thereof &  
Exce<sup>l</sup> 10<sup>th</sup> Oct<sup>r</sup> 2<sup>d</sup> 1790 -

Humbly shew William Tolis Administrator on the Estate of Geers Adm<sup>r</sup>  
James Geer late of Norwich in the County of Hampshire deceased - Pet<sup>r</sup> for Sale &  
Order -  
that the Estate of said Deceased is insolvent & that the Debts due from  
said Estate including the Adm<sup>r</sup> Exp<sup>ts</sup> exceed the personal Estate and  
Credits the Sum of £ 212<sup>rs</sup> 2<sup>s</sup> 4<sup>d</sup> 3<sup>q</sup> & the Real Estate as inventoried  
amounts to £ 357<sup>rs</sup> 2<sup>s</sup> - He therefore prays he may be licensed  
to sell so much of the Real Estate subject to the Widow's Right of  
Dower therein as shall produce the Sum of £ 212<sup>rs</sup> 2<sup>s</sup> 4<sup>d</sup> 3<sup>q</sup> with  
Costs of Sale & which said Petition accompanied with a Certificate  
from the Office of Registry of Probate of Wills & for 3 County  
confirming the Facts stated therein being read it is thereupon  
considered by the Court that said Administrator be & he hereby  
is empowered to make Sale of so much of the Real Estate of  
Deceased subject to the Widow's Right of Dower therein as shall pro-  
duce the Sum of Two hundred & fifteen pounds for the purposes  
mentioned in his said Petition he observing the Directions  
of the Law relating to such Sales

Humbly shew David Lyman Administrator on the Estate of Pomeroy Adm<sup>r</sup>  
Eldad Pomeroy late of Southampton in the County of Hampshire deid Pet<sup>r</sup> & Order  
that the personal Estate of said Deceased amounts to £ 30<sup>rs</sup> 10<sup>s</sup> 0<sup>d</sup> that the  
Debts due therefrom with 2<sup>7</sup>/<sub>4</sub> Interest & the Adm<sup>r</sup> Exp<sup>ts</sup> £ 8<sup>rs</sup> 9<sup>s</sup> 3<sup>d</sup>  
amounts to £ 46<sup>rs</sup> 18<sup>s</sup> 2<sup>d</sup> - that the Real Estate is £ 10<sup>rs</sup> 10<sup>s</sup> 0<sup>d</sup> He  
therefore prays he may be empowered to sell so much of the Real Estate  
of said Deceased as will enable him to pay the Debts due therefrom  
whereby said Petition being read with a Certificate from the  
Registry of Probate of Wills for 3 County confirming the foregoing  
Statements - It is thereupon considered by the Court that the said  
Administrator be & he hereby is empowered to make Sale of  
the whole of the Real Estate of said Deceased for the purposes men-  
tioned in his said Petition he observing the Directions of the Law  
relating to such Sales



Philps Ex<sup>r</sup>  
Pet<sup>r</sup> for sale  
& Order -  
N<sup>o</sup> 251.  
Ann<sup>y</sup> shew David Philps & Moses Philps Executors of the last Will  
& Testaments of Aaron Philps late of Westfield in the County of Hamp-  
shire deceased that the Debts due from s<sup>d</sup> Estate exceed the personal Estate  
the Sum of £ 71. 10. 9 ~ It therefore may be may be licensed to sell so  
much of the Real Estate of said Deceased as shall produce s<sup>d</sup> sum & Costs  
of sale ~ Wherefore Petition with a Certificate from the Register of  
Probate &c for said County confirming the Trust of the foregoing State-  
ment being read it is thereupon considered by the Court that the  
said Executors be and they hereby are empowered to make sale of so  
much of the Real Estate of s<sup>d</sup> Deceased as shall produce the Sum of  
Twenty four pounds for the purpose of paying the Debts &c they herein  
observing the Directions of the Law relating to such Sales

Provin's Adm<sup>r</sup>  
Pet<sup>r</sup> for sale &  
& Order  
N<sup>o</sup> 252  
Ann<sup>y</sup> shew James Morrison & John Knox s<sup>d</sup> Administrators on the  
Estate of James Provin late of s<sup>d</sup> Bedford deceased, that the Debts due  
from said Estate exceed the personal Estate in the hands of s<sup>d</sup> Adm<sup>r</sup> inclu-  
ding the Interest due on s<sup>d</sup> Debts £ 58. 1. 7 1/2 ~ They therefore pray they  
may be licensed to make sale of so much of the Real Estate of s<sup>d</sup> Deceased  
as shall produce s<sup>d</sup> Sum & Costs of sale &c ~ Wherefore Petition &  
the Register of Probate's Certificate confirming the same being read  
it is considered by the Court that s<sup>d</sup> Administrators be & they hereby  
are empowered to make sale of so much of the Real Estate of s<sup>d</sup>  
Deceased as shall produce the Sum of Sixty one pounds ten shil-  
lings for the purpose of paying s<sup>d</sup> Debts they herein observing the  
Directions of the Law relating to such Sales

Waik  
Lock  
N<sup>o</sup> 253.  
Benjamin Waik of Hatfield in the County of Hampshire Yeoman  
vs. John Locke of Dursfold in the Same County Bricklayer in  
a Rule of Reference acknowledged before John Williams Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup>  
The said Parties appear & the Reference by them chosen now send  
into Court their agreed Ver<sup>d</sup> that said Benjamin do recover  
against said John Locke Eleven shillings & eight pence lawf<sup>t</sup>  
Money Damages & Costs of Reference being one pound sixteen  
shillings & eight pence & Costs of Court to be taxed by the Court  
which said Award is accepted and it is considered by the  
Court that s<sup>d</sup> Benjamin do recover against said John Eleven  
shillings & eight pence Damages & Costs of such Reference taxed  
at s<sup>d</sup> 2. 13. 6 & thereof &c Exce<sup>r</sup> of Sept 20. 1790

Dwight  
vs  
Simmon  
N<sup>o</sup> 254  
Simon Dwight of Western in the County of Worcester Yeoman  
vs. Isaac Farriner of Northampton alias Easthampton in the County of  
Hampshire Yeoman Debt in a Sum of the Sum for his not paying the  
Debt Five pounds sixteen shillings lawf<sup>t</sup> Money with Interest  
according to his Note dated Feb<sup>r</sup> 25. 1789 to the Damage of s<sup>d</sup> Simon  
Twelve pounds ~ The Deft appears & the Deft the three Times called  
to come into Court makes Default of Appearance here ~ Wherefore it  
is considered by the Court that s<sup>d</sup> Simon do recover against said  
said Isaac Six pounds six shillings & nine pence lawf<sup>t</sup> Money Damages and  
Costs of such taxed at s<sup>d</sup> 1. 9. 7 1/2 & thereof &c Exce<sup>r</sup> of Feb<sup>r</sup> 2. 1790.

Chamberlain  
vs  
Haley  
N<sup>o</sup> 255.  
Ann<sup>y</sup> shew Shadrach Chamberlain of Charlton in the County of Worces-  
ter Yeoman that at a Court before Abner Morgan Esq<sup>r</sup> Just<sup>s</sup> Pac<sup>s</sup> May 20. last  
he moved Judgment against William Haley of Manser in the County of Hamp-  
shire for one pound five shillings & eight pence Damages & Costs of such taxed  
at s<sup>d</sup> 1. 2. 8 ~ from which Judgment s<sup>d</sup> William appeared to this Court but has failed  
to prosecute the same ~ It therefore prays Affirmation &c And thereupon it  
is considered by the Court that s<sup>d</sup> Shadrach do recover against s<sup>d</sup> William  
one pound six shillings & two pence Damages & Costs of such taxed at s<sup>d</sup> 2. 19. 6  
Exce<sup>r</sup> of Feb<sup>r</sup> 2. 1790



John Welch of Boston in the County of Suffolk March<sup>ly</sup> humbly shews  
that at a Court before Ephraim Wright Esq<sup>r</sup> Just<sup>ice</sup> June 23<sup>rd</sup> 1790 he recover  
ed Judgment against Samuel Sheldon of Stasby in the County  
of Hampshire Gent<sup>l</sup> for thirty three shillings half penny Damages &  
Costs of Suit taxed at 38/10 from which Judgment said Samuel appeal  
ed to this Court but has failed to prosecute the same, he therefore prays  
Affirmation &c And it is considered by the Court that said  
John do recover against said Samuel one pound three shillings  
& four pence L<sup>td</sup> Damages & Costs of Suit taxed at L<sup>td</sup> 9.5  
& thereof &c Exon<sup>at</sup> 1<sup>st</sup> Sep<sup>r</sup> 1790

Annally shews Samuel Shinkley of Northampton in the County of Shinkley Esq<sup>r</sup>  
Hampshire that at a Court before Ephraim Wright Esq<sup>r</sup> Just<sup>ice</sup> June 23<sup>rd</sup> 1790 he recover  
ed Judgment against Samuel Sheldon of Stasby in the same County Gent<sup>l</sup> for Twenty nine  
shillings & nine pence half penny Damages & Costs of Suit  
taxed at L<sup>td</sup> 8.10 from which Judgment said Sheldon appeal  
ed to this Court but has failed to prosecute the same, he  
therefore prays Affirmation &c Whereupon it is consider  
ed by the Court that said Shinkley do recover against said  
Sheldon Twenty seven shillings & two pence Damages & Costs  
of Suit taxed at L<sup>td</sup> 4.3 & thereof &c Exon<sup>at</sup> 1<sup>st</sup> Sep<sup>r</sup> 1790

Annally shews Abigail White Administratrix on the Estate of Oliver White late of Stasby in the County of Hampshire dec<sup>d</sup> that the Debts due from said Estate including the Debts of the said  
Widow's Allowance out of the personal Estate exceed the Value  
of his Real & personal Estate the Sum of One hundred & fifty  
seven pounds two shillings & eight pence, & therefore prays  
she may be authorized to sell the whole of the Real Estate of  
said Deceased the Widow's Right of Dower therein excepted  
for the purposes of discharging said Debts - Where said Pet  
ition with a Certificate from the Register of Probate of Wills in  
that County confirming the same, being read it is by the  
Court considered that said Administratrix be and she lawfully is  
impowered to sell the whole of the Real Estate of said Deceased ex  
cept the Widow's Dower therein for the purposes aforesaid, & in  
herin observing the Directions of the Law relating to such Sales

The foregoing Judgments Orders &c being made and  
entered up in Manner aforesaid then the Court  
adjourned without Day

Mr Probbeck Cler

Mr J<sup>r</sup> & Porter is now admitted to be an Att<sup>y</sup> in this Court  
& the Oaths required by Law are now administered to  
him to qualify him for s<sup>o</sup> Office

Mr Probbeck Cler







Justices of the said Court, present

John Bliss Esq<sup>r</sup>

Series of Trials

Don't ask by - - - - -

Ephraim Bond      2000

Sp. Lee about 3 M. M. d. . . .

David Lyon - - - - - Lnd

Walter B. F. and B. L. F.

5. McAllen & Bodwood & Rogers was off  
and Warham Smith de Sal was on

Walter White expensed for g.<sup>d</sup>.

John Law *Palmer* Pal

James Blodgett

Ship de Tal. were on

10 Eager & Robbins Tho' Robbins de Tal was on

Mr. Leach, Mr. McKim, Joseph Perry & Ronald Cooky de Tal. were on —

2. Brown 11  
Butler 2  
788 Feb. 30.

Stephen Belding Administrator on the Estate of Aaron Whitman late  
of Northfield in the County of Hampshire Dep<sup>t</sup> dec<sup>d</sup> & in Cap<sup>t</sup> App<sup>t</sup> Wice  
vs. Samuel Wain of Walpole in the County of Cheshire a State of New  
Hampshire Husbandman Dep<sup>t</sup> in a Plea de as is of Record here to prove  
The Dep<sup>t</sup> appears by Simon Young Dep<sup>t</sup> for his Att<sup>y</sup> & the Dep<sup>t</sup> by Simon Taylor  
Gent<sup>l</sup> his Att<sup>y</sup> comes & defends the Force & Injury when de<sup>d</sup> & for the  
says that he never provided in Manner & Form as the Dep<sup>t</sup> in his  
Declaration hath alleged against him and therefore he claims for  
the County for Trial & find the Dep<sup>t</sup> liable. Whereupon a Jury being  
impanelled & sworn according to the Statute in such Case provided  
to try the Issue deliver upon their Oath that they found the Defendant proved  
in Manner & Form as the Dep<sup>t</sup> has alleged & a just Damages  
in Eighteen pounds one shilling & two pence half penny  
upon which the Verdict by his Att<sup>y</sup> appeals from the Judgment of this  
Court to the Supreme Judicial Court to be holden at Northampton in & for  
the County of Hampshire on the last Tuesday of April next & he sues out  
with return for his prosecuting the same as by a Recognizance on File  
does appear







the Court that the Plaintiff said of the said Andrew is a full & sufficient answer to the Declaration of the said James; & that in the Premises ought not to have and maintain his said action & therefore it is considered by the Court that the said James by his Plaintiff said do receive nothing, but that for his groundless claims he be in Mary L. & that it is considered by the Court that the said Andrew do recover against the said James his Costs taxed at £

Whereupon the said Tracy by his att<sup>y</sup> appeared & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties for his prosecuting the same

Aug 41. 1789

Abernombie  
 2<sup>d</sup>  
 1789 Aug 43.

Bingham  
Goodman  
1789 Aug 52

Dickinson,  
21  
Hartings, Conn.  
189 Aug 53



Declarator  
as  
Hastings Adm'r

Thomas Hastings deceased which ever came into the hands & possession of the Deft. and the said Thomas the Deft. further says that at the time of the Commencement of this Action against him no settlement of the said Estate of the said Thomas Hastings died or any Appportionment thereof was ever made & that after the Commencement of said Action & after the last Continuance thereof to wit on the eighth day of December next last past, a Bill of Partition was duly made & the same was duly appportioned to & amongst the several Creditors of whom Claim, even allowed as aforesaid by said Court, showing & the sum of three hundred & thirty pounds one farthing appportioned & set out to the said Elijah the Deft. for his share therein and which sum last mentioned is by the said Thomas the Deft. has now ready & brings into Court for the said Elijah if he the said Elijah will receive the same, all which the Deft. is ready to verify & wherefore the Deft. prays Judgment whether the Deft. ought to have & maintain his Action against him the Deft. & that the same may be dismissed & the Deft. be allowed his Costs & and the said Elijah alleging by way of Prolation that the Estate of the said Thomas deceased was never inventoried or is sufficient to pay the Debts due from the same Thomas & that the whole Estate of the said Thomas was never inventoried or accounted for by the said Thomas the Administrator, except as does that by Treason of any thing by the said Thomas the Deft. in his foregoing Plea alleged by the said Elijah ought not to be concluded from having or maintaining his said Action against the said Thomas the Deft. because he says that all the true it is that the Estate of the said Thomas deceased was represented as insolvent as in the aforesaid Plea of the said Thomas the Deft. is alleged & that Commissioners were appointed thereon & that the said Elijah did exhibit his Claim & that the said Commissioners did make a report and return a List of the Debts & Claims allowed by them containing therein the Claim of the said Elijah & that at the time of the Commencement of this Action no settlement or Appportionment was made & that afterwards a Bill of Partition of said Estate of the said deceased as had been inventoried & accounted for by the said Administrator was made & the same was appportioned to & amongst the several Creditors & that the sum of three hundred & thirty pounds one farthing was appportioned & set out to the said Elijah as his share in the same Estate & yet the said Elijah says that the said Thomas Hastings died at the time of his Death to wit on the twenty fifth day of February in the year of our Lord seven hundred and eighty seven was seized in the free certain Tract of Land in said County of Leicestershire & of the Dwelling House & Barn & other Buildings standing thereon all which were the proper Estate of the said Thomas at the time of his Death and liable to payment of his Debts by law would be to be attached to & sold the Judgment to be recovered in this Action, and were attached for that purpose in the Subj. of the original Writ. the said Tract being bounded south on John Pelling's Land which on a County Road north on Land of Master Edmond Draper East on Pelham Lane which Tract of Land & Buildings then worth three hundred pounds the said Elijah says were never inventoried or accounted for by the said Administrator nor were ever distributed or appportioned to or amongst the Creditors of the said Thomas deceased so that the said Elijah holds by Law a right to a Clerk & hold the same to satisfy his Demand & aforesaid all which the said Elijah is ready to verify & wherefore he prays Judgment if he ought to be concluded to of having or maintaining his Action aforesaid against the said Thomas the Deft. & and the said Thomas the Deft. alleging by Prolation that the said Thomas Hastings deceased the Deft. Intestate did not die seized of the Land & Tenements in the Deft. Prolation mentioned & described in any part thereof & that he duly inventoried & sold the Estate both Real & personal whereof the said Thomas the said Intestate died seized or possessed which came to his hands or Poss. from or knowledge of the Deft. & whereof he had long Notice respecting to the foregoing Prolation of the Deft. says that the Deft. Plea aforesaid in his Prolation aforesaid is pleaded & that Matters therein contained are in sufficient in Law & that he the Deft. holds no Part neither in his own or by the Law of the Land to answer thereto all which he is ready to verify & therefore prays Judgment & that the Deft. & Albany be not concluded but that the Deft. be concluded from maintaining the same against him & that he the Deft. be allowed his Costs & and the said Elijah says his Prolation aforesaid is sufficient



Whereupon all and singular the Premises being seen & by the Court rendered Good, for  
 as much as it appears to the Court that the Plea of abatement of the said Thomas by him  
 pleaded and the Matter therein contained are an insufficient Answer to the  
 Declaration of the said Eliza, & ought not to preclude him the said Eliza from  
 having & maintaining his & others in, therefore it is considered that the  
 Eliza do recover against the said Thomas in his said Capacity One hundred  
 & forty three pounds eight shillings & nine pence of lawful money Damages  
 & Costs of Suit taxed at 5/-

Whereupon the said Eliza  
 by Master Philip Esq<sup>r</sup> his Att<sup>y</sup> appeals from the Judgment of this Court to the  
 Supreme Judicial Court to be holden at Northampton in & for the said  
 County of Hampshire on the last Tuesday of April next & he avers  
 as the Law directs, that Thomas's procuring his Appeal with Offsets  
 as by Plea of. on file does appear

Eliza Dickinson L<sup>dy</sup> Ellen Dickinson Woman & Beatrix Dickinson L<sup>dy</sup> Richardson Esq<sup>r</sup>  
 all lately of Springfield in the County of Hampshire Executors of the last Will and  
 Testament of Beatrix Dickinson dec<sup>d</sup> Peter Thomas Esq<sup>r</sup> Solicitor in  
 the County aforesaid Woman Adm<sup>r</sup> on the Estate of Thomas Hastings late of  
 said Parish dec<sup>d</sup> & in & Capacity Deft in & Plea as is of Record  
 herebefore in the Partis now severally appear, and plead as is at large  
 recorded in the foregoing Case, & may be seen in the files of this Case of  
 the which they agree to a Continuance of this Case to the next Term and it  
 is considered by the Court that they have Day here in Court until the  
 third Tuesday of May next

Bildad Fowler of Northwick in the County of Hampshire L<sup>dy</sup> Daniel Fowler as  
 Parson L<sup>dy</sup> & Peter Burtman both of Springfield in the County aforesaid Parson & al  
 Deft in & Plea as is of Record herebefore in the Partis now called to  
 come into Court is nonsums & the Deft appears & prays they may be  
 allowed their Costs & it is considered by the Court that the said Daniel  
 & Peter do recover against the said Bildad their Costs & Taxes  
 at Two pounds nine shillings & six pence & three of a/-

Exec<sup>d</sup> off Feb. 7. 1791

William Lyon late of Woodstock in the County of Middleham & State of  
 Connecticut L<sup>dy</sup> Esq<sup>r</sup> Appell<sup>t</sup> vs. Asa Abel Esq<sup>r</sup> of Gordon in the County of Hamp<sup>sh</sup> Lyon App<sup>t</sup>  
 shue Husbandman Appeller in & Plea as is of Record herebefore in  
 The Appellant being now three Times called makes Default of Appearance  
 in Court the Appeller appears & moves for Affirmation of the former Judg<sup>t</sup>  
 ment &c. And thereupon it is considered by the Court that Asa recover  
 against the said William Three pounds twelve shillings & two pence of lawful  
 money Damages & Costs of Suit taxed at 10/- & three of a/-

Exec<sup>d</sup> off Feb. 14. 1791

In the Case of Sainsbury in the County of Hartford & State of Connecticut L<sup>dy</sup> Esq<sup>r</sup>  
 Adm<sup>r</sup> on Estate of John Cee dec<sup>d</sup> vs. Edward Giles late of Chatham in  
 in the County of Hampshire Yeoman Deft in & Plea as is of Record herebefore  
 here - The Deft appears and the Deft the three Times publicly called to come  
 into Court makes Default of Appearance here Whereupon it is considered  
 that Sainsbury in his & Capacity do recover against S<sup>r</sup> Edward Seven pounds of  
 lawful money Debt & Costs of Suit taxed at 4/- & three of a/-

Exec<sup>d</sup> off Feb. 19. 1791

Samuel Gallop of Cape Elizabeth in the County of Cumberland & State of New Hampshire  
 John Matthews of Gorham in the County of Hampshire Yeoman Deft in  
 & Plea as is of Record herebefore in the Partis appear & agree to a Co. Time  
 and of this Case to the next Term And it is considered by the Court that  
 the said Parties have Day here in Court until the third Tuesday of May  
 next

Gallop  
Matthews  
1780 Aug 163



Stoddard 21  
Scott 21  
1789 Aug 1<sup>st</sup> 2  
Solomon Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> Plaintiff vs  
William Scott of Palmer in the same County Gent<sup>l</sup> Defendant & Charles as is  
of Record heretofore. The Plaintiff appears & Abigail Scott Executrix of the  
last Will & Testament now comes into Court & prays she may be allowed  
to defend this suit and it is granted her and it is considered by the  
Court that the said Parties have Day here in Court until the third Tuesday  
of May next.

Clark  
Jugg  
1789 Aug 18<sup>th</sup>  
William Clark of Sharon in the County of Litchfield & State of Connecticut  
Plaintiff vs Joshua Jugg of Gainsfield in the County of Hampshire Esq<sup>r</sup> Defendant  
as is of Record heretofore. The said Parties appear & agree  
to a Continuance of this Case to the next Term Judgment then to be final  
and it is considered that they have Day here in Court until the third Tuesday  
of May next.

White  
Smith  
1790 Mar 5<sup>th</sup>  
Eben White of Northfield in the County of Hampshire Esq<sup>r</sup> Plaintiff vs Samuel  
Smith of Winkler in the County of Berkshire & State of New Hampshire Gent<sup>l</sup> Defendant  
as is of Record heretofore. The said Parties now appear & the  
Jury heretofore appointed now bring in their Verdict that the said Eben  
White pay to the said Samuel Smith the sum of two pounds twelve  
shillings & seven pence two farthings being the Costs of Reprieve & the Costs  
of Court to be taxed by the Court, except that William Gent<sup>l</sup> Smith Esq<sup>r</sup> Clerk  
which said Award is accepted and it is considered by the Court that the  
said Samuel do recover against the said Benjamin six pounds six pence six  
shillings & three pence for his Costs of Court & Reprieve & Costs of  
Court.

Exon<sup>d</sup> Feb. 15. 1791.

Lathrop & al  
Morby & al  
1790 Mar 7<sup>th</sup>  
Joseph Lathrop of West Springfield in the County of Hampshire Clerk & Elizabeth  
Dwight of Springfield in the County of Berkshire Plaintiff vs Thomas Morby & John  
Morby both of Westfield & Abel Morby of West Springfield all in the County of Berkshire  
Defendants as is of Record heretofore. The Defendants being called  
are non-suit the Defendants defaulted & the Case is dismissed.

Stanh  
Gibbs  
1790 Mar 22<sup>nd</sup>  
William Stanh of Watertown in the County of Middlesex Esq<sup>r</sup> Plaintiff vs Isaac Gibbs  
Jnr late of Sudbury in the County of Essex an absconding Debtor & Isaac Stan  
mond of Swansey in the County of Berkshire & State of New Hampshire Gent<sup>l</sup> &  
small Bruce of here in the same County of Berkshire Husbandman Defendants  
as is of Record heretofore. The Plaintiff appears & the said Isaac being then being  
called to come into Court makes default of appearance here & wherefore it  
is considered by the Court that the said William do recover against the said  
Isaac Ten pounds eight pence shillings & ten pence & his Costs of Court  
taxed at £6<sup>s</sup> 5<sup>d</sup> 11<sup>d</sup> & through & Exon<sup>d</sup> in Principal of Feb. 15. 1791.

Murphy  
Dwight  
1790 Mar 23<sup>rd</sup>  
Rachel Murphy of Belkinstown in the County of Hampshire Widow Plaintiff vs  
Elizabeth Dwight of Belkinstown as a said Esq<sup>r</sup> & Deputy Sheriff Defendant as is  
of Record heretofore. The said Parties appear and the Jury by them  
heretofore chosen now bring into Court their Verdict that the said Elizabeth do  
recover of the said Rachel Five pounds ten shillings & Damages & Costs of Court  
to be taxed by the Court, the Costs of the House & Reprieve being paid equally  
between them & each of the Parties to pay them over Costs of Reprieve  
which said Award is accepted & it is considered that said Elizabeth do recover  
against said Rachel Five pounds ten shillings & Damages & Costs of  
Court taxed at £11<sup>s</sup> 6<sup>d</sup> 0<sup>d</sup> & through & Exon<sup>d</sup> Feb 22<sup>nd</sup> 1791.

Warner  
Warner & al  
Mar 27. 1790  
Jonathan Warner of Hadley in the County of Hampshire Esq<sup>r</sup> Plaintiff vs David Warner  
of Amherst in the County of Essex an absconding Debtor & David Warner  
late of Amherst as is of Record heretofore. The Parties appear and  
the Jury by them heretofore chosen now send into Court their Verdict that  
said Jonathan Warner pay to David Warner in his Capacity of Debtor  
six pounds ten shillings and two pence Damages & Costs of Reprieve amounting  
to two pounds six shillings & one penny & Costs of Court to be taxed by the Court.



which said award is accepted and it is considered by the Court that the said David in his said Capacity do recover against the said Jonathan the sum of ten shillings & two pence of lawful Money Damages & Costs of which taxed at £3. 14. 10 & thereof  
Exonif<sup>d</sup> Feb. 5. 1791

Jonathan Warner & Moadiah Warner both of Gladby in the County of Hampshire  
Shir Shopkeepers Plffs vs David Warner Administrator on the Estate of Baron Warner late of Lambeth in the County of Surrey deceased Deft in a Plea as is of Record here to see The Cause after the Plea is taken by them here to see chosen now sent into Court their award is that the said Jonathan Warner & Moadiah Warner pay to said David Warner in his Capacity as Adm<sup>r</sup> of the Estate of Baron Warner the sum of two pounds six shillings & five pence being the Costs of Pleading & the Costs of Court to be taxed by the Court which said award is accepted & it is considered by the Court that said David in his said Capacity do recover against the said Jonathan & Moadiah the sum of two pounds six shillings & five pence being the Costs of which & thereof  
Exonif<sup>d</sup> Feb. 5. 1791

Jonathan Warner & Moadiah Warner both of Gladby in the County of Hampshire  
Shir Shopkeepers Plffs vs Mary Warner late of Lambeth in the County of Surrey deceased Deft in a Plea as is of Record here to see The Cause after the Plea is taken by them here to see chosen now sent into Court their award is that the said Jonathan Warner & Moadiah Warner pay to said Mary Warner in her Capacity as Adm<sup>r</sup> of the Estate of Baron Warner the sum of two pounds six shillings & five pence being the Costs of Pleading & the Costs of Court to be taxed by the Court which said award is accepted & it is considered by the Court that said David in his said Capacity do recover against the said Jonathan & Moadiah the sum of two pounds six shillings & five pence being the Costs of which & thereof  
Exonif<sup>d</sup> Feb. 5. 1791

Whereupon the said Mary by her said Att<sup>y</sup> appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in & for the said County of Hampshire on the last Tuesday of April next & he requires with Certiorari for her procuring the same

Thomas Pidd of Mowson in the County of Hampshire Millwright  
Plff vs Phillips White of Southampton in the County of Hampshire White Ex<sup>r</sup> & State of New Hampshire Executor of the last Will & Testament of William White late of Boston in the County of Suffolk Esq<sup>r</sup> deceased Deft in a Plea as is of Record here to see The Cause after the Plea is taken by them here to see chosen now sent into Court their award is that the said Thomas Pidd pay to said Phillips White the sum of two pounds six shillings & five pence being the Costs of Pleading & the Costs of Court to be taxed by the Court which said award is accepted & it is considered by the Court that said David in his said Capacity do recover against the said Jonathan & Moadiah the sum of two pounds six shillings & five pence being the Costs of which & thereof  
Exonif<sup>d</sup> Feb. 5. 1791

James Wales of Northampton in the County of Hampshire Tradesman  
vs Elijah Allen of the same Northampton Gent<sup>l</sup> Deft in a Plea as is of Record here to see The Cause after the Plea is taken by them here to see chosen now sent into Court their award is that the said James Wales pay to said Elijah Allen the sum of two pounds six shillings & five pence being the Costs of Pleading & the Costs of Court to be taxed by the Court which said award is accepted & it is considered by the Court that said David in his said Capacity do recover against the said Jonathan & Moadiah the sum of two pounds six shillings & five pence being the Costs of which & thereof  
Exonif<sup>d</sup> Feb. 5. 1791

Benjamin Plunk Esq<sup>r</sup> Executor of the last Will & Testament of Henry Plunk Esq<sup>r</sup> late of Northampton in the County of Hampshire Gent<sup>l</sup> deceased Plff vs Stephen Thellogh late of Northampton in the County of Hampshire Farmer an absconding Debtor to Deft The Cause after the Plea is taken by them here to see chosen now sent into Court their award is that the said Benjamin Plunk pay to said Stephen Thellogh the sum of two pounds six shillings & five pence being the Costs of Pleading & the Costs of Court to be taxed by the Court which said award is accepted & it is considered by the Court that said David in his said Capacity do recover against the said Jonathan & Moadiah the sum of two pounds six shillings & five pence being the Costs of which & thereof  
Exonif<sup>d</sup> Feb. 5. 1791



J. Morgan  
J. Morgan  
Mar 5<sup>th</sup> 1791  
Peter Morgan of West Spring field in the County of Hampshire Yeoman  
Plff vs Peter Morgan of the same West Spring field Yeoman Defr in a  
Plea de as is of Record hitherto fore - The Plff appears & the Defr the latter  
thrice publicly called to come into Court makes Default of appearance  
here wherefore it is considered by the Court that the said Peter do recover  
against the said Peter Twelve pounds eight shillings of Lawfull money  
Damages & Costs of Suit taxed at £ 8. 8. 11 & thereof £ 7. 17. 9  
Exoniff Feb 9. 1791

Edwards  
Pouroy  
Mar 5<sup>th</sup> 1790  
Benjamin Edwards of Northampton in the County of Hampshire Yeoman  
Plff vs Gideon Pouroy of Northampton in the same County Yeoman Defr in a  
Plea de as is of Record hitherto fore - The Plff appears & the Defr  
thrice publicly called to come into Court makes Default  
of appearance here - Wherefore it is considered by the Court  
that the said Benjamin do recover against the said Benjamin do  
recover against the said Gideon Fourteen pounds eight shillings &  
seven pence of Lawfull money Damages & Costs of Suit taxed at £ 3. 0. 7  
& thereof £ 2. 17. 9  
Exoniff Feb 9. 1791

Clap  
Wood dal  
Mar 5<sup>th</sup> 1790  
Moses Clap of Northampton in the County of Hampshire Yeoman Plff vs  
Lebanah Wood & others all of Northampton in the same County Defr in a  
Plea de as is of Record hitherto fore - The Plff being called is Nonwith the Defr  
defaulted & the Case is dismissed

Will  
Allen  
Mar 5<sup>th</sup> 1790  
Abel Will of Hartford in the County of Hartford & State of  
Connecticut Trader Plff vs Elisha Allen of Northampton in the  
County of Hampshire Yeoman Defr in a Plea de as is of Record hitherto fore  
The Plff appears & the Defr the Plff thrice publicly called makes Default of  
appearance here - Wherefore it is considered by the Court that said  
Abel do recover against the said Elisha Twenty eight pounds five  
shillings and seven pence Damages & Costs of Suit taxed at £ 25. 10. 0  
whereupon the said Elisha by Solomon Allen his Att<sup>y</sup> appeals from the  
Judgement of the Court to the Supreme Judicial Court to be do holden  
at Northampton in the County of Hampshire on the last Tuesday  
of April next & he agrees with the Court for Elisha's prosecuting  
the same

Thayer  
Thayer  
Mar 6<sup>th</sup> 1790  
Peter Thayer of Andoverbury in the County of Hampshire Husbandman Plff vs  
Peter Thayer of Andoverbury in the same County Husbandman Defr in a Plea de as is  
of Record hitherto fore - The Plff appears & the Defr the latter called makes  
Default of appearance here - Wherefore it is considered by the Court that  
said Peter do recover against the said Peter Thirteen pounds twelve shillings  
& seven pence Damages & Costs of Suit taxed at £ 4. 10. 3 & thereof  
Exoniff Feb 10. 1791

McCallenial  
Bathwood  
Mar 6<sup>th</sup> 1790  
Hugh McCallenial Gent<sup>l</sup> David Wilson Gent<sup>l</sup> & John McCallenial all of Essex  
in the County of Hampshire Plff vs Benjamin Bathwood of Andoverbury in the same  
County Yeoman Defr in a Plea de as is of Record hitherto fore - The Plff appears  
by John Taylor Gent<sup>l</sup> their Att<sup>y</sup> & the Defr by Thomas Strong Esq<sup>r</sup> his Att<sup>y</sup>  
moves & defends upon de & per Plea that he is not guilty in manner  
& form as the Plff hath within alledged against him & thereof puts  
himself on the Country for Trial & that the Plff be sworn  
At Jury at this Time returned in percellled & sworn to try the Plea de Case  
upon their Oath that they find the Defr is guilty & award Damages & Costs  
thirteen shillings & seven pence half penny - And thereupon it is consider  
ed by the Court that the said Hugh David & John do recover against  
the said Benjamin Ten pounds thirteen shillings & seven pence half penny  
of Lawfull money Damages & Costs of Suit taxed at £ 13. 8. 7 & thereof  
Judgement the said Ben. by his said Att<sup>y</sup> appeals to the Supreme Jud in



at Court to be holden at Northampton in & for the County of Hampshire  
since on the last Tuesday of April next & he recognizes with sureties  
two & begins presenting the same to Court.

243

Joseph Clarke of Northampton in the County of Hampshire Gent<sup>l</sup> & Clarke & 21  
Phineas Symonds of Fawley in the same County Gent<sup>l</sup> & Elizabeth his Wife Oakes  
Plff<sup>s</sup> vs. Silvanus Oakes of Colmans in the same County Yeoman Dft in Mar 84. 1790  
as is of Record heretofore. The Plffs appear by John Fay  
Ct Gent<sup>l</sup> then Att<sup>y</sup> & the Dft by William Coleman Gent<sup>l</sup> his Att<sup>y</sup> comes  
& defends when & waiving the Privilege of Pleading for the said  
that he were joined in manner & form as the Plff hath within al  
ledged against him & that of putting himself on the Country  
And the said Clarke & say that the above Plea in Pleaded form  
above pleaded is not good & sufficient in Law & that he is not bound to  
answer the same wherefore he prays Judgment & the Dft says  
the same Plea is good. Whereupon all & singular the Premises being  
said & by the Court understood, it appears to the Court that the Plea after  
of the Silvanus is an insufficient answer to the Declaration of the  
Plffs & ought not to preclude them from maintaining their Action  
Wherefore it is considered by the Court that the Plff do recover against  
the said Silvanus Judgment for their Costs of the Trial of Land & man  
and with the Expenses, & for Costs of which taxed at L<sup>s</sup> 2. 11.

Whereupon the said Silvanus by his said Att<sup>y</sup> appeals from the Judgment  
of this Court to the Supreme Judicial Court to be holden at Northamp  
ton in & for the County of Hampshire on the last Tuesday of April next  
and he recognizes according to Law for his prosecuting the same to Court.

William Morton of Hatfield in the County of Hampshire Yeoman Plff vs. Morton  
Ezra Phillips of Chertsey in the same County Yeoman Dft in as is of Phillips  
Record heretofore. The Plff appears & the Dft the three Times called Mar 88 1790  
makes Default of appearance here. Wherefore it is considered by the Court  
that said William do recover against the said Ezra Twenty one pounds ten  
shillings of lawful money Damages & Costs of Suit taxed at L<sup>s</sup> 3. 15. 3 &  
three pence. Exonors Feb 9 1791

John Palmer of Southampton in the County of Hampshire & State of Rhode Island Plmer  
Yeoman Plff vs. Nathan Lippin of Wilbraham in the County of Hampshire Lippin  
Yeoman Dft in as is of Record heretofore. The Plff appears & the Dft Mar 92 1790  
the three Times called makes Default of appearance here. Wherefore  
it is considered by the Court that the said John do recover against the said  
Nathan Forty five pounds twelve shillings & three pence lawful money Dam  
ages & Costs of Suit taxed at L<sup>s</sup> 4. 11. 3 & three pence. Exonors Feb 7 1791  
In Ben Chaudens Gray see next page

John Johnson of Woodstock in the County of Newham & State of Connecticut Johnson  
Clerk Plff vs. Asa White of Williamsburgh in the County of Hampshire White  
Dft in as is of Record heretofore. The Plff being called is non Mar 120 1790  
with the Dft defaulted & the Case is dismissed.

Thomas Rattle of Cambridge in the County of Middlesex Esq<sup>r</sup> Plff vs. Rattle  
Ezra Seward & Nathaniel Wakefield both of Granville in the County of Hampshire Seward & 21  
since former Dft in as is of Record heretofore. The said Parties Mar 128 1790  
appear & agree to a continuance of the Case to the next Term and it is con  
sidered by the Court that they have Day here in Court until the third Tuesday  
of May next.

James Smith of Williamsburgh in the County of Hampshire Esq<sup>r</sup> vs. John Smith Esq<sup>r</sup> Smith  
Charles Williams of Fawley in the same County Esq<sup>r</sup> appellee in a Plea as is of Williams  
Record. The said Parties being called are nonwith defaulted & the Case is Mar 128 1790  
dismissed.



Slenderly  
Gray  
Mar 112 1790

Otis  
Stevens  
Mar 135 1790  
Samuel Otis of Boston in the County of Hampshire Esq<sup>r</sup> vs<sup>r</sup> William Stevens of Colrain in the County of Hampshire Esq<sup>r</sup> Debt in a Plea as is of Record hitherto. The Parties appear & agree to a Continuance of this Case to the next Term & And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

McEnelly  
Goodman  
Mar 147 1790  
William McEnelly of Colrain in the County of Hampshire Yeoman vs<sup>r</sup> Noah Goodman of South Hadley in the County of said Esq<sup>r</sup> Debt in a Plea as is of Record hitherto. The Parties appear & the Referee hitherto by them chosen now being into Court their Award which is not accepted but it is considered that the same be recommended to the same Referee & that the said Parties have Day here in Court untill the third Tuesday of May next

Primer Freeman  
Bliff  
Mar 158 1790  
Primer Freeman of Brimfield in the County of Hampshire Esq<sup>r</sup> vs<sup>r</sup> Thomas Bliff of the same Brimfield Yeoman & Others Debt in a Plea as is of Record hitherto. The Bliff being called is nonsum'd & the Debt defaulted & the Action is dismissed

Jones  
Hoar  
Mar 159 1790  
James Jones of Boston in the County of Suffolk Yeoman vs<sup>r</sup> Daniel Hoar of Weymouth in the County of Hampshire Yeoman Debt in a Plea as is of Record hitherto. The Bliff being called is nonsum'd the Debt defaulted & the Action is dismissed

White  
Bacon  
Mar 168 1790  
Philip White of in the County of Nottingham & State of New Hampshire Esq<sup>r</sup> vs<sup>r</sup> James Bacon of Brimfield in the County of Hampshire Cooper Debt in a Plea as is of Record hitherto. The Parties appear & agree to a Continuance of this Case to the next Term & And it is considered by the Court that the said Parties have Day here in Court untill the third Tuesday of May next

McEne  
Winkler  
Mar 169 1790  
David McEne of Stafford in the County of Tolland & State of Connecticut Physician vs<sup>r</sup> Samuel Winkler of South Brimfield in the County of Hampshire Esq<sup>r</sup> Debt in a Plea as is of Record hitherto. The Bliff being called is nonsum'd & the Debt defaulted & the Action is dismissed

Bagg  
Merikdal  
Mar 176 1790  
Moses Bagg of Westfield in the County of Hampshire Yeoman vs<sup>r</sup> Samuel Merikdal of Wilbraham in the same County Physician & also on Debt of Joseph Warner late of Wilbraham dec'd Debt in a Plea as is of Record hitherto. The Bliff being called is nonsum'd the Debt defaulted & the Action is dismissed

Wright  
Wright  
Sept 2 1790  
Silas Wright of Amherst in the County of Hampshire Yeoman vs<sup>r</sup> Paul Wright of Hadley in the same County Yeoman vs<sup>r</sup> in a Plea as is of Record hitherto. The said Parties appear & the Referee by them chosen send into Court their Award wherein they award that the Appellee do pay to the Appellant his Costs & And thereupon it is considered by the Court that the said Paul do recover against the said Paul the Costs of such a Referee taxed at Nine pounds four shillings & seven pence & three farthings

Exon of Feb 14 1791



244  
Abigail Scott of Palmer in the County of Hampshire and Ex<sup>r</sup> of the last will of  
of William Scott late of Palmer demand Debt is Joseph Menger of Andover  
in the County of Hampshire Norman Debt in a Plea as is of Record here before  
The Plea appears by M<sup>rs</sup> P<sup>l</sup>iff & her Att<sup>y</sup> & the s<sup>d</sup> Joseph by Norman Strong Menger  
Esq<sup>r</sup> his Att<sup>y</sup> comes & defends & for Plea says that he never promised in Sep. 3. 1790  
Manner & Form as the P<sup>l</sup>iff in his Declaration hath alleged & that of  
putt himself on the Country & And the said Abigail likewise

At any all this Time returned unpurcellled & sworn as the Statute  
requires to try the Plea declare upon their Oaths that they find the s<sup>d</sup> Joseph  
did not promise as set forth in the Declaration & And there upon it  
is considered by the Court that the said Joseph do recover against the s<sup>d</sup>  
Abigail his Costs taxed at £ 7 3 5 Whereupon the said Abigail  
in her own Person appeals from the Judgment of this Court to the Su-  
preme Judicial Court to be holden at Northampton in & for the County  
of Hampshire on the last Tuesday of April next & she recognizes with  
Justice as the Law directs for her prosecuting the same to Effect

Nehemiah Strong of Newtown in the County of Fairfield & late of Strong  
Connecticut Esq<sup>r</sup> P<sup>l</sup>iff is John Sloan late of Greenwich in the County  
of Hampshire an absconding Debtor & Ephraim Childs of s<sup>d</sup> Greenwich his Agent  
Debt in a Plea as is of Record here before Sep 4. 1790  
The Plea appears & it is considered by the Court that this Case  
be continued to the third Tuesday of May next

Isaac Ashah of Westfield in the County of Hampshire P<sup>l</sup>iff Isack  
as  
as Jared Bush of Westfield who's Norman Debt in a Plea as is of Record  
of Record here before The Plea being three Times called is Worsmith Sep 5. 1790  
the Debt defaulted & the Action is dismissed

Thomas Hammon of Belcherstown in the County of Hampshire Hammon  
Norman P<sup>l</sup>iff is Eliza Porter of Hadley in the same County Esq<sup>r</sup> Porter Es  
Debt in a Plea as is of Record here before The Plea appears &  
the Debt the three Times called to come into Court makes Default Sep 6. 1790  
of appearance here Whereupon it is considered by the Court  
that the s<sup>d</sup> Thomas do recover against the s<sup>d</sup> Eliza Porter  
promises & two pence of lawful Money Damages & Costs of which  
taxed at £ 1 10 0 & there of & Excor off Feb. 14. 1791

Martha Moore of Warwick in the County of Hampshire P<sup>l</sup>iff Moore  
as  
as App<sup>t</sup> is Asa Gates of Brimfield in the same County Clother  
App<sup>t</sup> in a Plea as is of Record here before The App<sup>t</sup> being Gates  
called is Worsmith and the App<sup>t</sup> is defaulted & the Action is Sep 7. 1790  
dismissed

Peter Cruell of Warwick in the County of Hampshire P<sup>l</sup>iff Peter  
as  
as Joseph Mayo of the same Warwick Esq<sup>r</sup> Debt in a Plea as is  
of Record here before The Plea being called is Worsmith the Debt Mayo  
defaulted & the Action is dismissed Sep 8. 1790

Moses Church of Springfield in the County of Hampshire P<sup>l</sup>iff Church  
as  
as Nathaniel Olyburn P<sup>l</sup>iff is Nicholas Goddard of Andover both of  
Long Meadow in the s<sup>d</sup> County Debt in a Plea as is of Record here before Sep 9. 1790  
The Plea appears by M<sup>rs</sup> P<sup>l</sup>iff of his Att<sup>y</sup> & the Debt by P<sup>l</sup>iff & his Att<sup>y</sup>  
their Att<sup>y</sup> & defend & for Plea say that they & the said Nicholas  
never borrowed in Manner & Form as the P<sup>l</sup>iff hath alleged against them  
& that of both themselves on the Country & And the s<sup>d</sup> App<sup>t</sup> is  
At any all this Time returned unpurcellled & sworn to try the Plea de-  
clare upon their Oaths that they find the Debt was promised as set forth  
in the Declaration & And there upon it is considered by the Court that the



Said Nathaniel & Abigail do recover against the said Moses their Costs, pay-  
ed at £ 8. 2. 0 — Whereupon the said Moses in his own Person appears  
before the Judges of this Court to the Supreme Judicial Court to be held  
at Northampton in & for the County of Hampshire on the last Tuesday  
of April next & he recognizes with Sureties for his procuring the same  
to be paid &c

Stone  
Allen  
Sep 10. 1790  
John Stone of Chesterfield in the County of Hampshire Plaintiff  
vs. Solomon Allen & Elijah Allen both of Northampton in the same County  
Def<sup>t</sup> — The said Parties appear and the Jurors  
by their Plea make issue now being into Court then awarded, wherein they  
award that the said John do recover of the said Solomon & Elijah Ten  
pounds five shillings lawful money Damages & Costs of the same  
being £ 18. 9 & Costs of Court to be taxed by the Court — While said Award  
is made & it is considered by the Court that said John do recover against  
the said Solomon & Elijah Ten pounds five shillings of lawful money  
Damages & Costs of Suit & Expenses taxed at £ 10. 6 — — — — —  
Whereupon  
the said Solomon & Elijah, by the said Solomon appeal from the Judgment  
of this Court to the Supreme Judicial Court to be held at Northampton in  
and for the County of Hampshire on the last Tuesday of April next &  
he recognizes with Sureties as the Law directs for their procuring their  
said Appeal with Costs

Hubb  
Smith  
Sep 11. 1790  
Samuel Hubb of Sharon in the County of Litchfield & State of  
Connecticut Plaintiff  
vs. John Smith of Northampton in the County of Hampshire Defendant  
The said Hubb appears & the said Smith then being called  
to come into Court makes Default of appearance and Wherefore it is  
considered by the Court that said Hubb do recover against said  
Smith Judgment for his Debt of £ 100 & for his  
Costs taxed at £ 3. 8. 7 & thus paid — Which said Judgment is given  
at Northampton the 11th of September 1791

Lyon  
Lyon  
Sep 12. 1790  
Samuel Lyon of Boston in the County of Hampshire Plaintiff  
vs. John Lyon of the same County Defendant  
The said Lyon appears & answers for Continuance of this Case without Costs to the  
next Term, the said Lyon also appears and it is considered that they have  
Day here in Court until the last Tuesday of May next

Shapland  
Wright  
Sep 14. 1790  
Lion Shapland of Northampton in the County of Hampshire Plaintiff  
vs. Nathaniel Wright of Middlefield in the County of Berkshire Defendant  
The said Shapland appears & answers for Continuance of this Case without Costs to the  
next Term, the said Wright also appears and it is considered that they have  
Day here in Court until the last Tuesday of May next

Wales  
Starks  
Sep 15. 1790  
William Wales of Williamsburgh in the County of Hampshire Plaintiff  
vs. Nathan Starks of Williamsburgh Defendant  
The said Wales appears & answers for Continuance of this Case without Costs to the  
next Term, the said Starks also appears and it is considered that they have  
Day here in Court until the last Tuesday of May next

Exec<sup>d</sup> on 7<sup>th</sup> Feb. 1791



Benjamin Stow of Stamford in the County of Hampshire Clerk. Plaintiff in the  
Inhabitant of Norwich in the same County Defendant in a Plea as is of Record  
herebefore - The Plea appears by Geo. Shipps Gent. his Att. & the  
Defendant by John Taylor Gent. their Att. come & defend the Force & Injury  
when so and for the say that they never proceeded in Manner and Sep. 16. 1790.  
Form as the Plea in his Declaration against them hath alleged and  
that they put themselves on the Country and the Plea likewise -

A Jury being at this Term returned in panelled & sworn to try the  
Issue & upon their Oath that they find the Defendant promised in Man-  
ner & Form as set forth in the Declaration & a big Damages at Three  
pounds one shilling & eight pence - And thereupon it is consider-  
ed by the Court that the said Stow do recover against the Inhabitants  
of Norwich Three pounds one shilling & eight pence & plentiful  
Money Damages & Costs of Suit taxed at £15.5s.1d & thereof as

Exoner Feb. 11. 1791 -

Charles Clark of Easington in the County of Hampshire Plaintiff  
vs James Wales of Northampton in the same County Defendant  
Deft in a Plea as is of Record herebefore - The Plea appears & the Deft the  
three Times called to come into Court makes Default of Appearance here Sep. 17. 1790

Wherefore it is considered by the Court that said Charles do recover against  
the said James Four pounds four shillings of Lawful Money Damages and  
Costs of Suit taxed at £12.10s.0d & thereof as

Exoner Feb. 7. 1791 -

Asa Bell Wally Gent. of Hartford in the County of Hartford & State of Wells  
Connecticut Plaintiff vs James Wales of Northampton in the County of  
Hampshire Defendant Deft in a Plea as is of Record herebefore The Plea  
appears & the Deft the three Times called to come into Court makes Default  
of Appearance here - Wherefore it is considered by the Court that the  
said Asa Bell do recover against the said James

Plentiful Money Damages & Costs of Suit taxed at £2.10s.5d

and thereof as

Moses Church of Springfield in the County of Hampshire Plaintiff vs  
Elisha Porter of Hadley in the same County Defendant Deft in a Plea as is of  
Record herebefore - The Plea appears & the Deft the three Times publicly  
called to come into Court makes Default of Appearance here

Wherefore it is considered by the Court that the said Moses do re-  
cover against the said Elisha Three & two pence & five pence of  
Lawful Money Damages & Costs of Suit taxed at £2.12s.9d & thereof as

Exoner Feb. 11. 1791.

Abner Smith of Chester in the County of Hampshire Gent. Plaintiff vs  
Porter of Hadley in the same County Defendant Deft in a Plea as is of Record  
herebefore The Plea appears & the Deft the called makes Default of Ap-  
pearance in Court & his Default considered by the Court that the said Abner  
recover against the said Porter Twenty seven pounds two shillings & four  
pence of Lawful Money Damages & Costs of Suit taxed at £3.10s.0d & thereof as

Exoner Feb. 11. 1791.

John Campbell of Southwick in the County of Hampshire Gent. Plaintiff vs  
Campbell of the same Southwick Gent. Defendant Deft in a Plea as is of Record here-  
before - The Plea being called is Norwich the Deft defaulted & the Case dis-  
missed

Campbell  
Campbell  
Sep. 24. 1790

William Moor of Greenfield in the County of Hampshire Gent. Plaintiff vs  
William Moor of Northampton in the same County Defendant Deft in a Plea as is of Record  
herebefore The Parties appeared & agree to a continuance of the Case to the  
next Term - And it is considered by the Court that they have Day here in  
Court until the third Tuesday of May next

Wells  
Sep. 26. 1790



Steven Simon. Steven of Guilford in the County of Windham Physician. App<sup>r</sup> in  
a Plea de as is of Record heretofore. The Plea appears & the Def<sup>t</sup> the  
Sept. 27. 1790 these being publicly called to come into Court makes Default of Ap-  
pearance here wherefore it is considered by the Court that the said  
Simon do recover against the said Samuel six pounds ten shillings  
& two pence law & money Damages & Costs of Suit taxed at 3/-  
& thereof do  
Exon<sup>r</sup> Feb. 9. 1791

Pittier William Pittier of Barnardston in the County of Hampshire Gent<sup>l</sup> App<sup>r</sup> in a  
Plea de as is of Record heretofore. The Parties appear & agree to a Contin-  
uance of this Case - and it is considered by the Court that they have  
Day here in Court untill the third Tuesday of May next

Clark John Clark of Greenfield in the County of Hampshire Gent<sup>l</sup> App<sup>r</sup> in a Plea de as is of  
Record heretofore. The Parties appear & agree to a Continuance of this Case  
and it is considered by the Court that they have Day here in Court untill  
the third Tuesday of May next

Field David Field of Barnardston in the County of Hampshire Gent<sup>l</sup> App<sup>r</sup> in a Plea de as is of Record  
heretofore. The Plea appears & the Def<sup>t</sup> the being publicly called to come  
into Court makes Default of appearance here wherefore it is considered  
by the Court that the said David do recover against the said Caleb six pounds  
& two pence law & money Damages & Costs of Suit taxed at 3/-  
& thereof do  
Exon<sup>r</sup> Mar 8. 1791

Ransom Eliza Ransom of Shelburne in the County of Hampshire Gent<sup>l</sup> App<sup>r</sup> in a Plea de as is of Record  
heretofore. The Parties appear & the Def<sup>t</sup> by their Counsel have made  
into Court their Award & that the said Eliza do recover against the said  
Eliza six pounds ten shillings & nine pence law & money Damages  
& Costs of Suit to be taxed by the Court. Which said Award is accepted & it  
is considered by the Court that said Eliza do recover against the said Eliza  
his Costs of Suit & Damages being in the whole six pounds & seven shillings  
& nine pence & thereof do  
Exon<sup>r</sup> Feb. 8. 1791

Montague Leona Montague of Litchfield in the County of Hampshire Gent<sup>l</sup> App<sup>r</sup> in a  
Plea de as is of Record heretofore. The Plea appears & the Def<sup>t</sup> the being publicly called to come  
into Court makes Default of appearance here wherefore it is considered  
by the Court that the said Leona do recover against the said Nathaniel  
six pounds ten shillings & nine pence law & money Damages & Costs of Suit  
taxed at 3/- & thereof do  
Exon<sup>r</sup> Feb. 8. 1791

Dwight Josiah Dwight of Williamsburgh in the County of Hampshire Gent<sup>l</sup> App<sup>r</sup> in a  
Plea de as is of Record heretofore. The Plea appears by William Ransom Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup>  
by Mr. Colman Gent<sup>l</sup> his Att<sup>y</sup> comes & defends & says he is not guilty in  
manner & Form as the Plea hath alleged & thereof puts him self on the Com-  
mon Law & the Plea likewise. & says that he is now in prison  
and swears as the Law directs to try the Issue declare upon their Oath that they  
find the Def<sup>t</sup> is guilty & pay Damages for the Plea of fifteen pounds six pence  
& eight shillings & nine pence. And it is considered by the Court that the said  
Dwight do recover against the said Ransom six shillings & eight pence law & money  
Damages & Costs of Suit taxed at 3/- & thereof do  
Exon<sup>r</sup> Feb. 8. 1791



Edw Thresh of Shutebury in the County of Hampshire Major John  
Chasr Williams of Hapley in the County of Hampshire Esqr. Plffs vs John  
is of Record hitherto - The Plff appears & the Deft the three times  
being called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said Edw do recover against the said Williams  
Twenty five pounds of lawful Money Damages & Costs of Suit taxed at L 3. 5. 0 & thereupon  
at L 2. 2. 0 & thereupon  
Exon of July 7 1791 -

Andrew Clow of Markethead in the County of Essex Esqr. Plffs vs John  
Worth of Granville in the County of Hampshire Esqr. Deft in a Plea as in Record  
is of Record hitherto - The Parties appear and agree to a continuance of  
the Case and it is considered by the Court that they have Day here in Court  
untill the third Tuesday of May next

Elizabeth Chase of Bolton in the County of Worcester Widow Plffs vs Simon Ashby of  
Springfield in the County of Hampshire Esqr. Deft in a Plea as in Record hitherto  
is of Record hitherto - The Plff being called to come into Court is non suit the Deft default  
at & the Case is dismissed  
Exon of July 8 1791 -

Thaddus Leavitt & Rachel Hathorn both of Weymouth in the County of  
Massachusetts Traders Plffs vs Thomas Welsh of Ex. Deft  
in the County of Hampshire Trader Deft in a Plea as in Record  
is of Record hitherto - The Parties appear & agree to a continuance of  
the Case & it is considered that they have Day here in Court untill  
the third Tuesday of May next

William Turner Miller of Warren in the County of Bristol & State of  
Rhode Island Esqr. Plffs vs Agrippa Wells of Andover in the County  
of Hampshire Esqr. Deft in a Plea as in Record hitherto  
The Plff appears & the Deft the three times called to come into Court  
makes Default of Appearance here - Wherefore it is considered by  
the Court that the said William do recover against the said Agrippa  
Twenty five pounds eight shillings & four pence lawful money  
Damages & Costs of Suit taxed at L 3. 10. 0 & thereupon  
Exon of Mar 5. 1791 -

Burgess Henshaw of Middletown in the County of Middlesex  
& State of Connecticut Esqr. Plffs vs Elijah Blackman of Chester in  
the County of Hampshire Esqr. Deft in a Plea as in Record  
hitherto - The Plff appears & the Deft the three times called to  
come into Court makes Default of Appearance here - Wherefore  
it is considered by the Court that said Burgess do recover against  
the said Elijah Thirty two pounds four shillings of lawful  
Money Damages & Costs of Suit taxed at L 3. 6. 7 & thereupon  
Exon of Feb 7. 1791 -

Arnon Shing of Westfield in the County of Hampshire Esqr. Plffs  
David Miller of the same Westfield Esqr. Deft in a Plea as in Record  
is of Record hitherto - The Plff appears & the Deft the three times called  
to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said Arnon do recover against  
the said David Fifteen pounds four shillings & four pence lawful money  
Damages & Costs of Suit taxed at L 2. 7. 7 & thereupon  
Exon of Feb 7. 1791 -



Munroe  
Blair  
Sept 46. 1790  
Lewis Munroe of Boston in the County of Suffolk. Plaintiff Robert Blair and of Stamford in the County of Hampshire. Defendant. In a Plea as is of Record heretofore. The Plaintiff appears & the Defendant the Times called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Lewis do recover against the Defendant One hundred & thirteen pounds, pence & fillings & seven pence of fine Money Damages & Costs of Suit taxed at £ 5. 2. 3. From which Judgment the said Robert by then John Egghis Att<sup>y</sup> appeals to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties as the Law directs for the Defendant prosecuting the same to Effect.

Parks &  
Thing & al  
Sept 53. 1790  
Warham Parks of Winsted in the County of Hampshire. Plaintiff. John Taylor Widow & Samuel Taylor Thomas both of Winsted. Defendants. In a Plea as is of Record heretofore. The Plaintiff appears & the Defendant the Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that the Plaintiff do recover against the said Defendant Three hundred pounds of fine Money & Costs of Suit taxed at £ 2. 14. 7. From which Judgment the said Defendant by John Phelps Esq<sup>r</sup> then Att<sup>y</sup> appeals to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties as the Law directs for them prosecuting the same to Effect as by the Recognizance on this doth appear.

Mainard  
Griseold  
Sept 58. 1790  
This Case was entered at the last Term but not then recorded because the necessary Papers were not filed, & now at this Time no Papers being now filed. The Plaintiff being called is now with the Defendant defaulted & the Case is discontinued.

Doolittle &  
Munroe  
Sept 59. 1790  
Amos Burn of Watertown in the County of Middlesex & State of Connecticut. Plaintiff. Thomas & Philmon Doolittle of Stamford in the County of Hampshire. Defendants. In a Plea as is of Record heretofore. The Plaintiff appears & the Defendant the Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Amos do recover against the said Thomas & Philmon Sixteen pounds, pence & fillings & seven pence of fine Money Damages & Costs of Suit taxed at £ 1. 8. 11 & thereof.

Ludington  
Smith  
Sept 60. 1790  
Daniel Ludington of West Springfield in the County of Hampshire. Plaintiff. John Smith of Clarks in the County of Hampshire. Defendant. In a Plea as is of Record heretofore. The Plaintiff appears & the Defendant the Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Daniel do recover against the said John Sixteen pounds, pence & fillings & seven pence of fine Money Damages & Costs of Suit taxed at £ 1. 8. 11 & thereof.

Morley  
Dickinson  
Sept 63. 1790  
Isaac Morley of West Springfield in the County of Hampshire. Plaintiff. Richard Dickinson of Granville in the same County. Defendant. In a Plea as is of Record heretofore. The Plaintiff appears & the Defendant the Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Isaac do recover against the said Richard Sixteen pounds, pence & fillings & seven pence of fine Money Damages & Costs of Suit taxed at £ 1. 8. 11 & thereof.



Thomas Lamy (Doughty) of Wilsfield in the County of Hampshire Yeoman Plaintiff  
vs  
John Doughty of Wilsfield in the County of Hampshire Yeoman Defendant  
of Wilsfield in the County of Hampshire Esq. Defendant in as he is as is of Record Doughty  
hence - The Plaintiff being called is non suit the Defendant defaulted & the case  
is dismissed

Abner Snyton of Wilsfield in the County of Hampshire Yeoman Plaintiff  
vs  
John Doughty of Wilsfield in the County of Hampshire Yeoman Defendant  
The Plaintiff appears & the Defendant the three times called makes default of appearance  
and here - Wherefore it is considered by the Court that said Abner do  
recover against the said Doughty fifteen pounds four shillings lawd money Sep. 68. 1790  
Damages & costs taxed at £2. 6. 7 - Whereupon the said Doughty by John  
Sheps Esq. his Att. appeals from the judgment of this Court to the Supreme  
Judicial Court to be holden at Northampton in the County of Hamp-  
shire on the last Tuesday of April next & he recognizes with sureties as  
the Law directs for & defendeth prosecuting his Appeal with Effect

Horatio Wales of  
Northampton in the County of Hampshire  
vs  
The Paper in this case not having been filed the same  
is therefore not recorded - The Plaintiff being called is non suit the Defendant  
defaulted & the action is dismissed

John Stoddard of Northampton in the County of Hampshire Merchant Plaintiff  
vs  
Benjamin Swell Esq. & Richard Yveman both of Cammington in the same County  
Defendants in a Plea de as is of Record heretofore The said Parties appear & agree  
to a continuance of this case to the next Term - And it is considered by  
the Court that they have Day here in Court untill the third Tuesday of  
May next

Thomas Stoddard of Northampton in the County of Hampshire Esq. Plaintiff  
vs  
John Lewis Gooden of Altham in the County of Hampshire Esq. Defendant  
in a Plea de as is of Record heretofore - The Parties appear & consent  
to a continuance of this case to the next Term - And it is considered  
by the Court that they have Day here in Court untill the third Tuesday  
of May next

John Taylor of Northboro in the County of Worcester Yeoman Plaintiff  
vs  
Oliver Newell of Bamsbury in the County of Hampshire Yeoman Defendant  
in a Plea de as is of Record heretofore The Parties appear & agree  
that this case be returned to the next Term  
Judgment then to be final - And it is considered by the Court  
that the Parties have Day here in Court untill the third Tuesday  
of May next

Thomas Stoddard of Northampton in the County of Hampshire Esq. Plaintiff  
vs  
Suba Leonard late of Wilsfield in the County of Hampshire Esq. Defendant  
in a Plea de as is of Record heretofore - The Plaintiff now appears  
& prays Judgment And it is considered by the Court that the  
said Stoddard do recover against the said Suba fifteen pounds  
seven shillings eight pence Damages & costs of Suba taxed at  
£2. 0. 1 & thereoff Exec. Feb. 7. 1791

William Graham of Middlefield in the County of Hampshire Yeoman Plaintiff  
vs  
John Graham Esq. Plaintiff & John Darling & others Defendants in a Plea  
de as is of Record heretofore - The said Parties appear & on the motion  
of the Defendants it is considered by the Court that they have  
Day here in Court untill the third Tuesday of May next



Hall  
Willard  
Sept. 31. 1790  
Aaron Hall of New Braintree in the County of Worcester Plaintiff  
vs  
Josiah Willard of Norwich in the County of Hampshire Defendant  
as is of Record heretofore - The Plaintiff appears & the Defendant being there  
being called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the said Aaron do never again  
the said Josiah his Effort of Lands & demands with the Appurtenances  
and also for his Costs taxed at £2. 9. 3 & there of  
Northampton 28. 1791

Heaver  
Thompson  
Sept. 32. 1790.  
William Heaver of Colborne in the County of Hampshire Plaintiff  
vs  
Elisha Thompson of Melburne in the same County Defendant  
as is of Record heretofore  
The Plaintiff appears by Simon Strong Esq. his Att<sup>y</sup> & the Defendant by Wm. Goodman  
Esq. his Att<sup>y</sup> comes & defends & for plea saith he is not guilty in  
manner & form as the Plaintiff hath with all alleged & against him  
& that of puts himself on the Country - and the Plaintiff likewise  
A Jury at this Time returned in panelled & sworn to try the  
Issue & after upon their Oath that they find the Plaintiff is not guilty  
and thereupon it is considered by the Court that the said Elisha do  
never again the said William his Costs & expending the same taxed  
at £2 - whereupon the said William by his said Att<sup>y</sup> of  
plea, from the Judgment of this Court to the Supreme Judicial  
Court to be holden at Northampton in & for the County of  
Hampshire on the last Tuesday of April next & he recognizes  
with sureties as the Law directs for the said William prosecuting  
said Appeal with Costs &c

Eaton  
Patrick  
Sept. 34. 1790  
Joseph Eaton of Cheshirefield in the County of Hampshire Plaintiff  
vs  
James Patrick of Gosden in the same County Defendant  
as is of Record heretofore - The Parties appear & it being agreed between them  
that this Case be continued to the next Term & that Judgment be then passed on  
the facts of the Defendant, it is considered by the Court that they have Day here in  
Court untill the third Tuesday of May next

Lee  
Sparkhous  
Sept. 35. 1790  
Charles Lee of Cheshirefield in the County of Hampshire Plaintiff  
vs  
Sparkhous of Berre in the County of Worcester Defendant  
as is of Record heretofore - The Plaintiff being now called is non est the Defendant  
& the action is dismissed

Bingham  
Goodman  
Sept. 30. 1790  
Isabel Bingham of ~~Northampton~~ in the County of Grafton & State of New Hampshire  
vs  
Isabel Goodman of South Hadley in the County of Hampshire  
Esq. Defendant as is of Record heretofore - The Plaintiff being called is  
non est the Defendant & the action is dismissed

Goddard  
Peters  
Sept. 31. 1790  
Moses Goddard of Beane in the County of Hampshire Plaintiff  
vs  
Moses of the same Parish Defendant  
as is of Record heretofore - The Plaintiff being called is non est the Defendant & the action  
is dismissed

Whitney  
Robert de  
Sept. 32. 1790  
Daniel Whitney of Warwick in the County of Hampshire Plaintiff  
vs  
Abraham Robert, late of the same Warwick Defendant  
as is of Record heretofore - The Plaintiff appears & it is  
considered by the Court that this Case be continued to the next Term the third  
Tuesday of May next

Nash  
Giles  
Sept. 34. 1790  
Benjamin Nash of Melburne in the County of Hampshire Plaintiff  
vs  
Giles of Charlemont in the same County Defendant  
as is of Record heretofore - The Parties appear & agree to a continuance of this Case till the next  
Term - and it is considered by the Court that they have Day here in Court  
untill the third Tuesday of May next



Journal Book of New Salem in the County of Hampshire Gent & Deputy Sheriff  
Wm W. Thomas Andrew of the same New Salem Gent & Deputy Sheriff 600 R  
Sheweth heretofore in the Parties appear & the the forces by them heretofore chosen  
now bring into Court their Award Vite that said Samuel recover against the  
Thomas Forty shillings & Costs of the same & which said Award is accepted  
and it is considered by the Court that said Samuel do recover against the  
P Thomas Two pounds Damages, & Costs of his & Reference taxed at 5s 6d  
The Jufp acknowledges Satisfaction of the said Judgment as on File  
Noah Goodman of South Hadley in the County of Hampshire Esq. Jufp is Goodman  
Martin Warr of the same South Hadley Blacksmith Esq. in a Plea as  
as is of Record heretofore The Jufp being called to come into Court is Warr  
Mansup the Jufp defaulted & the Case is dismissed  
Apr 98. 1790

The Inhabitants of the parish of Greenwich in the County of Hampshire  
Esq. as John Tellow of Hardwick in the County of Somerset Clerk Greenwich  
Esq. in a Plea as is of Record heretofore The Parties appear  
and agree to a Continuance of this Case to the next Term & it is  
considered by the Court that they have Day here in Court until the  
third Tuesday of May next  
Apr 100 1790

Eliza Warner of Belchertown in the County of Hampshire Gent Esq. Warner  
Esq. Porter of Hadley in the County of Hampshire Esq. in a Plea as  
is of Record heretofore The said Parties appear & after being all Issue as  
may be seen by their several Pleas on File, the Jufp pays half fees to the  
Court & Jury & dis continues this Case  
Apr 102. 1790

His Excellency James Bowdoin Esq. of Boston in the County of Suffolk Bowdoin Esq  
Jufp is Joel Boies of Blanford in the County of Hampshire Esq. Boies  
Esq. in a Plea as is of Record heretofore The said Parties appear &  
by their respective Attys & come into the following Agreement  
Apr 103. 1790

Whereas two certain Actions of Ejectment the one bro't by the late Hon<sup>ble</sup> James  
Bowdoin Esq. dec'd the other by David Munroe of Northboro & Elizabeth his  
Wife for certain Lands in Blanford in the County of Hampshire & are  
now pending & to be tried at the next Court of Common Pleas for said  
County of Hampshire & whereas the Defts in the said Actions intend ab  
said Court to pray in Aid Moses Draper Esq. of Roxbury their Warrantors  
of the demanded Premises who also intends to pray in Aid the Pro  
prietors of the School in Spring Street so called in West Parish in Roxbury  
aforesaid his Warrantors of the demanded Premises Now as well the said  
Defts as also the said Moses Draper & the said Proprietors of the said School  
by David Wells Moses Draper Esq. & Ebenezer Corey their Agents & Committee  
for this Purpose agree to appear at the said Court of Common Pleas & with  
the leave of the said Court take upon them jointly the Defense of the said  
Actions respectively upon the Warranties aforesaid And that the following  
Agreement be thereupon entered into & made a Rule of the said Court  
The Parties agree respectively to refer the said Actions respectively together with  
the Right & Title in Law & Equity to the demanded Premises & all questions  
in Law & Equity concerning the same to the Determination of Mr Isaac  
Worslow Junior of Boston Samuel Huskew Esq. of Northampton & Thomas  
Edwards Esq. of Boston and that if the said Referees shall determine the  
Title of the said demanded Premises Equally & Equitably to be in the Jufps  
respectively or of either of them they shall have Power to quash the present  
Jufps of the said Premises in their Title & shall determine what Sum  
of Money shall be paid by the said Defts respectively or any of them  
in Satisfaction & for the purchase of the said Title The Report of the  
Referees or the Major part of them upon the Premises after a Hearing by  
all the said Referees to be made to the said Court as soon as shall be  
and final Judgment to be entered up thereon & Execution on such Judg  
ment to issue from the same Court accordingly The Referees are also to pro



used ex Parte in Case de Elizabeth Bowdoin James Bowdoin Executors to the  
last Will of James Bowdoin & deid David Munroe Eliza Munroe  
(David Wild Mose Draper Senner Cory - School Committee  
Mose Drift in behalf of the Deft & Wm Boies Tenant by his Warranty so far as to en-  
ble & authorize the said warrantors to defend do but not to expose them to any Cost  
or expense them of any Penalty on these Covenants in these Deeds  
which said Agreement as regards as a proviso being read in Court, is by the Court  
made the Rules of this Court in these Cases, and it is considered by the Court  
that they have Day here in Court until the third Tuesday of May next

Dickinson de  
Smith Adm<sup>r</sup>  
Sept 106. 1790  
Elizabeth Dickinson & others Ex<sup>rs</sup> of the last Will de of Mariah Dickinson late of Shalford  
in the County of Hampshire deid Wm<sup>r</sup> Smith of Shalford a Widow Adm<sup>r</sup>  
on the Estate of Samuel Smith deid Deft in a Plea as is of Record here to fore  
The said Parties appear & agree to a continuance of this Case & And it is con-  
sidered by the Court that they have Day here in Court until the third Tuesday of  
May next

Munroe de  
Gibbs  
Sept 109 1790  
David Munroe of Northboro in the County of Worcester Gent & Elizabeth  
his wife Plff<sup>r</sup> vs. Eliza Gibbs of Blanford in the County of Hampshire Joun<sup>r</sup>  
Deft in a Plea de as is of Record here to fore The Parties appear and agree  
to refer this Case to the same Referees & under the same Rules as is at the same  
Term entered into in the Case of Bowdoin & vs Boies as is recorded at large  
on the back of this Leaf - which said Agreement of the said Parties is made  
the Rule of this Court in this Case and it is considered by the Court that they  
have Day here in Court until the third Tuesday of May next

Warren  
Britton  
Sept 110 1790  
Woodcock Warren of Shutebury in the County of Hampshire Joun<sup>r</sup> Plff<sup>r</sup> vs.  
William Britton of the same Shutebury Joun<sup>r</sup> Deft in a Plea de as is of  
Record here to fore The Plff appears & the Deft the three Times publicly called to  
come into Court in his default of appearance here wherefore it is considered by  
the Court that the said Woodcock do recover against the said William Thirty three  
pounds twelve shillings & nine pence and Costs of Suit taxed at £ 20 17 6 & thereupon  
whereupon the said William by Cn & Porter Gent<sup>l</sup> his Att<sup>r</sup> appears from the  
Judgment of this Court to the Supreme Judicial Court to be holden at North-  
ampton in and for the County of Hampshire on the last Tuesday of April  
next & he recognizes with Sureties as the Law directs for his prosecuting his  
said Appeal with Effect do

Mather  
White  
Sept 111. 1790  
Eliza Mather of Northampton in the County of Hampshire Joun<sup>r</sup> Plff<sup>r</sup> vs.  
Job White of the same Northampton Cordwainer Deft in a Plea de as is of  
Record here to fore The Parties appear & And the Referees by them here to fore  
chosen now recd into Court their Award to wit that the said Job do recover  
against the said Eliza his Costs & in which said Award is accepted & it is consid-  
ered that the said Job do recover against the said Eliza his Costs taxed at  
One pound & ten shillings & three pence

Mather  
White  
Sept 112. 1790  
Eliza Mather of Northampton in the County of Hampshire Joun<sup>r</sup> Plff<sup>r</sup> vs Job White of  
the same Northampton Cordwainer Deft in a Plea de as is of Record here to fore  
The Parties appear & the Referees by them here to fore chosen now bring into Court  
their Award to wit that the said Eliza do recover against the said Job Eighteen  
shillings of Lawd<sup>r</sup> Money Damages & Costs & which said Award is accepted  
and it is considered by the Court that said Eliza do recover against the said  
Job Eighteen shillings of Lawd<sup>r</sup> Money Damages & Costs of Suit & thereupon taxed at  
£ 20 17 6

Carbourn  
Parsons  
Sept 117. 1790  
Garis Carbourn of Springfield in the County of Hampshire Husbandman Plff<sup>r</sup> vs.  
Eliad Parsons of Putnamtown in the same County Blacksmith Deft in a  
Plea de as is of Record here to fore The said Parties appear & And the said  
Garis Carbourn & deid Parsons in Court to the said Eliad Parsons  
the Plff hath alleged & sheweth himself on Trial - And the Plff hath alleged & sheweth himself on Trial - And the Plff hath alleged & sheweth himself on Trial



a Jury at this Time returned in pannelled & sworn to by the Jury declare upon their Oath that they find the Defendant did not promise in Manner & Form as respects in the Declaration - And then upon it is considered by the Court that the said Gains do recover against the said Blad his Cost in defending the said Laid at Twenty pounds Sixteen shillings & seven pence & the cost of

Exon of Feb. 7. 1791

William Inlay of Stratford in the County of Stafford & State of Connecticut Esq. Inlay  
Plff. v. William Shaw of Palmer in the County of Hampshire Esq. & Aaron Graves  
of Palmer aforesaid Gent. Deft. in a Plea de as is of Record here to see Shaw

The Plff appears & the Deft. the three Times called to come into Court make Sep 18. 1790  
Default of Appearance here - Wherefore it is considered by the Court that  
the said Inlay do recover against the said Shaw & Grave, Thirty one pounds  
six pence & one penny law of Money Damages & Cost of such taxed at  
£ 2. 12. 6 & the cost of

Exon of Feb. 7. 1791

Warham Parks of Westfield in the County of Hampshire Esq. Parks Esq.  
Plff. v. Benjamin Bowler of Southwick in the same County Esq. Deft. in a Plea de as is of  
Record here to see The Plff appears & the Deft. the three Times publicly called Bowler  
to come into Court makes Default of Appearance here Wherefore it is considered Sep 19. 1790  
that the said Parks do recover against the said Bowler Twenty six pounds  
six pence & ten pence of lawful Money Damages & Cost of such taxed at  
£ 2. 9. 2 & the cost of

Exon of Feb. 7. 1791

William Sheldon of Sheffield in the County of Berkshire Esq. Sheldon  
Plff. v. Richard Foster of Westfield in the County of Hampshire Esq. Deft. in a Plea de  
as is of Record here to see The said Parties appear & agree to Sep 120 1790  
refer this Case to the Judgment & Determination of their Court Esq. John  
Atwater & Ezra Chap. The Award of them or any two of them to be final to  
be returned into this Court Judgment to be made up & Executed and  
duly - Which said Agreement is made the Rule of this Court & it is  
considered that the said Parties have Day here in Court until the first Tuesday  
of May next

Jacob Platt of Springfield in the County of Hampshire Esq. Platt  
Plff. v. Amos of Belchertown in the same County Esq. Deft. in a Plea de as is of  
Record here to see The Plff appears & the Deft. the three Times publicly called Amos  
to come into Court makes Default of Appearance here - Wherefore it is Sep 124. 1790  
considered by the Court that the said Jacob do recover against the  
said Amos Twenty three pounds five shillings & eleven pence of  
lawful Money Damages & Cost of such taxed at £ 18. 9 & the cost of

Exon of Feb. 7. 1791

Eliza Porter of Hadley in the County of Hampshire Esq. Porter Esq.  
Plff. v. John Morgan of Springfield in the same County Esq. Morgan & al  
Younger James Shaw of Wilbraham in the same County Esq. & David Fox  
of Southwick in the same County Esq. Deft. in a Plea de as is of Record here to see Sep 127. 1790  
The Plff appears & prays Judgment as  
Whereupon it is considered by the Court that said Eliza do recover  
against the said John James & David One thousand pounds of  
lawful Money Debt & Cost of such taxed at £ 3. 4 and that the  
the said Eliza may have his Exon for the sum of One hundred and  
Twenty pounds nine shillings & eleven pence par h. of the aforesaid  
sum of £ 1000 - & for the Costs aforesaid - Exon of April 1. 1791



Novocoff  
Scott &  
Sept. 13<sup>th</sup> 1790  
William Novocoff of Monson in the County of Hampshire Deft. vs. William  
Scott of Palmer in the same County Plff. Deft in a Plea as is of Record here to  
see — The Plff appears & the Deft the three Times called to come into  
Court makes Default of Appearance here Wherefore it is considered by  
the Court that the said Novocoff do recover against the said Scott Seven  
pounds Three shillings & eight pence Damages & Costs of Suit taxed  
at £ 2. 13. 7 & thereof do  
Exon off Feb. 7 1791.

Commonwealth  
at  
Boston  
Sept. 14<sup>th</sup> 1790  
Commonwealth of Massachusetts vs. Asa Newton of Belchertown in the  
County of Hampshire Joines Deft in a Plea as is of Record here to see —  
Moses Bliff Esq. Att. Gen. Repub. pr. hac lre now comes into Court and  
declares he will no further prosecute this Suit on behalf of the Common-  
wealth having no security for the penalty of forty shillings for selling  
spiruous liquors without Licence & the Costs incurred & taxed against the  
County upon the Presentments against him for that Offence & the Costs  
of this Suit, by Order & direction of the Court and the Case is accordingly  
discontinued

Jacobs  
at  
Thidall  
Sep. 14<sup>th</sup> 1790  
John Jacobs of Abbot in the County of Worcester Joines Deft vs. Levis Ken-  
dall of Warwick in the County of Hampshire Plff. Deft in a Plea  
as is of Record here to see — The Parties appear & agree that this Case be  
continued to the next Term & that Judgment be then final and it is con-  
sidered by the Court that they have Day here in Court untill the third  
Tuesday of May next

Ward & al  
at  
Clarke  
Sept. 14<sup>th</sup> 1790  
Samuel Ward of Lancaster in the County of Worcester Gent. & David  
Sanderson of Rockingham in the County of Windham State of New-  
Hampshire Deft. vs. George Clarke of Colrain in the County of Hamp-  
shire Plff. Deft in a Plea as is of Record here to see —  
The Parties appear and agree to a continuance of this Case to the next  
Term — And it is considered by the Court that they have Day here in  
Court untill the third Tuesday of May next

Goddard  
at  
Stephens  
Sept. 14<sup>th</sup> 1790  
Moses Goddard of Orange in the County of Hampshire Gent. Plff. vs. Martin Steves  
of the same Orange Plff. Deft in a Plea as is of Record here  
to see — Two Cases — wherein The Plff being three Times called to  
appear the Deft defaults & the Actions are dismissed

Whitthrop &  
at  
Hartshorn  
Sept. 14<sup>th</sup> 1790  
William Whitthrop Merchant John Whitthrop Spinster & William Stewart Mar-  
chant and Jane Stewart his wife in her Right all of New Bedford in  
the State of Connecticut, & Joseph Whitthrop of Charles Town in the  
State of South Carolina Merch. Plff. vs. Ebenezer Hartshorn late of Hollis  
in the County of Hampshire Plff. Deft in a Plea as is of  
Record here to see — The Plff appears & the Deft the three Times called to  
come into Court makes Default of Appearance here Wherefore it is  
considered by the Court that the Plff do recover against the said Ebenezer  
Twenty pounds two shillings & six pence Damages & Costs of  
Suit taxed at £ 2. 13. 7 & thereof do  
Exon off Feb. 7 1791.

Cutler  
at  
Hartshorn  
Sept. 14<sup>th</sup> 1790  
Joseph Cutler of Western in the County of Worcester Gent. Plff. vs. Barnabas  
Blasfuer in the County of Hampshire Plff. Deft in a Plea as is  
of Record here to see — The Plff appears & the Deft the three Times called to  
come into Court makes Default of Appearance here Wherefore it is considered by the  
Court that the Plff do recover against the said Barnabas Twenty pounds  
& Costs of Suit taxed at £ 2. 13. 7 & thereof do  
Exon off Feb. 7 1791.



James Ivory of Boston in the County of Suffolk Sugar Refiner & App<sup>r</sup> 250  
William Gardner of the Parish of St. Martin in the County of Hampshire  
Gardner  
Deft in a Plea de as is of Record hitherto - The D<sup>y</sup> being  
the Times called is Nonsum. The D<sup>y</sup> defaulted & the Action is dismissed  
- 1790

Buyamin Thowerson of Ware in the County of Hampshire Husbandman Thowerson  
Deft vs. Nathan Bellows of Alverstoke in the County of Hampshire Husbandman Bellows  
Deft in a Plea de as is of Record hitherto - The Parties appear & agree  
to refer this Case to the Judgment & Discretion of D<sup>y</sup> William Cutler  
L<sup>d</sup> Joseph Field & Henry Twitche, together with all Demands, the Award  
of them or any two of them to be paid to be returned into the Court  
Judgment to be made up & shown if accordingly - Which said  
Agreement of Parties is made a Rule of this Court & this is  
ordered by the Court that they have Day here in Court until the  
third Tuesday of May next

James Ivory of Boston in the County of Suffolk Sugar Refiner Ivory  
vs. Buyamin Nelson Jun<sup>r</sup> of the same County of Hampshire Deft in a Plea de as is of Record  
Nelson  
hitherto - The D<sup>y</sup> appears & the D<sup>y</sup> the three Times called to  
come into Court makes Default of Appearance here Wherefore it is  
considered by the Court that D<sup>y</sup> Ivory do recover against D<sup>y</sup> Nelson  
Judgment for his Possession of the demand & expenses unless the  
said Buyamin shall in two months pay D<sup>y</sup> Ivory Fifty five  
pounds four shillings & ten pence law<sup>d</sup> money - and that  
he also recover the Costs of which taxed at L<sup>d</sup> 12. 7. 2  
Which D<sup>y</sup> of Apr 26. 1791

James Ivory of Boston in the County of Suffolk Sugar Refiner Ivory  
vs. Jonathan Wallis of H<sup>l</sup> Shank in the County of Hampshire Deft in a Plea de as is of Record  
Wallis  
hitherto - The D<sup>y</sup> appears & the D<sup>y</sup> the three Times  
jointly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that D<sup>y</sup> Ivory do recover against  
the said Jonathan Judgment for Possession of the demand & expenses unless  
the said Jonathan shall in two months pay the said James Ivory  
and twenty four pounds fifteen shillings & eleven pence law<sup>d</sup> money  
and also that he recover the Costs of which taxed at L<sup>d</sup> 12. 9. 2  
Which D<sup>y</sup> of Apr 26. 1791.

Benjamin Parsons of Gosden in the County of Hampshire Deft Parsons  
vs. Elisha Porter of H<sup>l</sup> Shank in the same County Deft in a Plea de as is of Record  
Porter  
hitherto - The Parties appear & agree to a continuance  
of this Case to the next Term - And it is considered by the Court  
that they have Day here in Court until the third Tuesday of May  
next

David Morgan of St. Martin in the County of Hampshire Deft Morgan  
vs. Deputy Sheriff Deft vs. Isaac Lewis of the same Parish Deft in a Plea de as is of Record  
Lewis  
hitherto - The D<sup>y</sup> appears  
& the D<sup>y</sup> the three Times called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that  
said David do recover against the said Isaac Nine pounds six shil  
lings & one penny of law<sup>d</sup> money Damages & Costs of which taxed at  
L<sup>d</sup> 10. 11. 2 hitherto  
Exon<sup>d</sup> Feb. 5. 1791

Katharine Willard Widow & Samuel Ward Jun<sup>r</sup> both of Lancaster in  
Willard & al  
the County of W<sup>l</sup>orcester Deft vs. Buyamin Johnson of Granby in the County of  
Johnson  
Hampshire Deft in a Plea de as is of Record hitherto - The said  
Katharine being now dead the said Samuel appears - and the D<sup>y</sup> the  
three Times jointly called to come into Court makes Default of Appearance  
here - Wherefore it is considered by the Court that the said Samuel do  
recover against the said Buyamin Six pounds seven shillings & 2<sup>d</sup>  
& Costs of which taxed at L<sup>d</sup> 9. 13. 9 & thereof Exon<sup>d</sup> Feb. 5. 1791



- Humphrey  
 Danielson  
 Sep. 159 1790  
 Thos. Humphrey of Broomfield in the County of Hampshire Gent<sup>r</sup> vs. Daniel  
 son of the same Broomfield Husbandman Def<sup>t</sup> in a Plea de as is of Record heretofore  
 The Plff being three Times called to come into Court is Nonsumit the Def<sup>t</sup> defaulted &  
 the Action is dismissed
- Hunt  
 Winchell  
 Sep. 162 1790  
 Asabel Hunt of West Springfield in the County of Hampshire Gent<sup>r</sup> vs. John  
 Winchell Jun<sup>r</sup> of the same West Springfield Thomas App<sup>r</sup> in a Plea de as is of Record  
 heretofore ~ The said Parties being now called are respectively Nonsumit & default  
 and the Action is dismissed
- Belding  
 Lyman  
 Sep. 164 1790  
 Stephen Belding of Winchester in the County of Cheshire & State of New Hampshire  
 Husbandman vs. John Lyman of the State of New Hampshire late of Northfield in the  
 County of Hampshire Esq<sup>r</sup> dec'd Plff<sup>r</sup> Caleb Lyman of Northfield Esq<sup>r</sup>?  
 Walter Def<sup>t</sup> ~ The Parties appear & agree to a Continuance of this Cause  
 and it is considered by the Court that they have Day here in Court until  
 the third Tuesday of May next
- Elden  
 Mark  
 Sep. 165 1790  
 Stephen Elden of Lebanon in the County of New Hampshire vs. John Mark of Montague in the County  
 of Hampshire Gent<sup>r</sup> vs. John Mark of Montague in the County  
 of Hampshire Esq<sup>r</sup> Def<sup>t</sup> in a Plea de as is of Record heretofore ~ The  
 Plff appears & the Def<sup>t</sup> the three Times, judicially called to come into Court  
 makes Default of appearance here wherefore it is considered by the Court  
 that said Stephen do recover against the said John Mark four pounds six  
 shillings & seven pence lawful Money Damages & Cost of Suit taxed at  
 £2. 11. 3 & thereof do  
 Exon of Feb. 15. 1791
- Thonoch  
 Clark  
 Sep. 167 1790  
 Samuel Cooper Thonoch of Boston in the County of Suffolk District Plff  
 vs. John Clark of Greenfield in the County of Hampshire Husbandman Def<sup>t</sup>  
 in a Plea de as is of Record heretofore The Parties appear & agree to a Contin  
 uance of this Cause and it is considered by the Court that they have Day  
 here in Court until the third Tuesday of May next
- Davenport &  
 Baker  
 Sep. 168 1790  
 Isaac Davenport & John McLean both of Boston in the County of Suffolk  
 Merchants Plffs vs. Artemas Baker late of Northfield in the County of Hamp  
 shire Gent<sup>r</sup> Def<sup>t</sup> in a Plea de as is of Record heretofore The Parties appear  
 agree to a Continuance of this Cause and it is considered by the Court  
 that they have Day here in Court until the third Tuesday of May next
- Gill  
 Smith &  
 Sep. 173 1790  
 Silas Gill of Concord in the County of Middlesex Husbandman Plff vs.  
 Reuben Smith & Oliver Doolittle both of Northfield in the County of Hampshire  
 Def<sup>t</sup> in a Plea de as is of Record heretofore ~ The said Parties appear and  
 agree to a Continuance of this Cause to the next Term & it is considered by  
 the Court that they have Day here in Court until the third Tuesday of May next
- Roberts  
 Roberts & al  
 Sep. 175 1790  
 Abraham Roberts of Galloway in the County of Windham & State of Vermont  
 Groomer Plff vs. John Roberts late of Norwich in the County of Hampshire Groomer an  
 absconding Debtor & John Moore of Swanton Husbandman his Agent & Def<sup>t</sup>  
 in a Plea de as is of Record heretofore ~ The Plff appears & it is considered by the  
 Court that this Case be continued to the third Tuesday of May next
- Maltoon  
 Dickinson &  
 Sep. 176 1790  
 Samuel Maltoon of Northfield in the County of Hampshire Plff vs.  
 John Dickinson late of Northfield Husbandman an absconding Debtor & Joseph  
 Dickinson Jun<sup>r</sup> of Northfield Groomer his Agent & Def<sup>t</sup> ~ The Plff appears &  
 it is considered by the Court that this Case be continued to the next Term the third  
 Tuesday of May next
- Hayer &  
 Goodard  
 Sep. 177 1790  
 Daniel Hayer of Orange in the County of Hampshire Husbandman Plff vs. Moses  
 Goodard of the same Orange Gent<sup>r</sup> Def<sup>t</sup> in a Plea de as is of Record heretofore ~ The  
 Plff being three Times called is Nonsumit the Def<sup>t</sup> defaulted & the Action is dismissed
- Ashby &  
 Lyman &  
 Sep. 178 1790  
 Aaron Ashby of West Springfield in the County of Hampshire Gent<sup>r</sup> Plff vs.  
 Joel Lyman of Northampton in the same County one of the Executors of the Last  
 Will & Testament of Elias Lyman dec'd Def<sup>t</sup> in a Plea de as is of Record  
 heretofore ~ The Plff appears & the Def<sup>t</sup> the three Times called to come into  
 Court makes Default of appearance here wherefore it is considered by the  
 Court that said Aaron do recover against the said Joel Lyman four pounds six  
 shillings & seven pence lawful Money Damages & Cost of Suit taxed at  
 £2. 11. 3 & thereof do  
 Exon of Feb. 4. 1791



Martin Wain of South Gladby in the County of Hampshire Plaintiff Charles Eddy of the same Wilbraham Defendant alias Gent<sup>l</sup> Deft in a Plea de as is of Record here before - The Plea being true Tutors called to come into Court in Accord with the Deft Defendant & the Action is dismissed

Wain vs Goodenham  
Sep<sup>r</sup> 179. 1790

John Clark of Wilbraham in the County of Hampshire Plaintiff Charles Eddy of the same Wilbraham Defendant alias Gent<sup>l</sup> Deft in a Plea de as is of Record here before - The Parties appear and agree to refer this case to the Determination of Baron Graves, David King & David Hyde. The Award of them or any two of them to be final to be returned into the Court Judgment to be made up & Executed accordingly - Which said Agreement is made the Rule of this Court in this Case - and it is considered that they have Day here in Court until the third Tuesday of May next

Clark vs Eddy  
Sep<sup>r</sup> 181. 1790

Daniel Graham of the fields in the County of Stafford Plaintiff Thomas Pours of Northampton in the County of Hampshire Defendant Deft in a Plea de as is of Record here before - The Plea appears & the Plea is being called to come into Court makes Default & disappears - Wherefore it is considered by the Court that said Daniel do recover against the said Thomas seven pounds, thirteen shillings & seven pence of the said money Damages & Costs of Suit taxed at L<sup>rs</sup> 2. 13. 7 & the Costs

Graham vs Pours  
Sep<sup>r</sup> 184. 1790

Tilly Jun of Brookfield in the County of Worcester Plaintiff Thompson Phillips of this Springfield in the County of Hampshire Defendant Deft in a Plea de as is of Record here before - The Plea appears by John Barker Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by John Ship Esq<sup>r</sup> his Att<sup>y</sup>. Tilly Jun says he never promised in Worcester Town as the Plea in his Declaration hath alleged & Thompson Jun himself on the Country - and the Plea reserving liberty of replying answered that appeal says that the foregoing Plea of the Deft is insufficient & that he is not by the Law of the Land bound to make Answer thereto all which he is ready to verify - wherefore he prays that a sufficient Plea of the Deft may be Judged - and the said Thompson Jun respecting says his Plea appears to be sufficient - Concerning all singular the Promises being per se understood, for as much as it appears to the Court that the Plea of the said Thompson Jun is a full & sufficient answer to the Declaration of the said Tilly, & that he the said Tilly by his Plea aforesaid ought to receive Nothing - wherefore it is considered that the said Tilly by his Plea aforesaid do receive Nothing but that for his groundless claims he be in mercy - and it is further considered that the said Thompson do recover against the said Tilly his Costs taxed at L<sup>rs</sup> 1. 10. 0

Thompson vs Tilly  
Sep<sup>r</sup> 185. 1790

whereupon the said Tilly by his said Att<sup>y</sup> appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the eighth Tuesday of April next & thereon with such as the Law directs for Tilly prosecuting his Appeal with the Costs

John Clarke of Wilbraham in the County of Hampshire Plaintiff Charles Eddy of the same Wilbraham Defendant alias Gent<sup>l</sup> Deft in a Plea de as is of Record here before - The Parties appear & agree to refer this case to the Judgment of Baron Graves David King & David Hyde. The Award of them or any two of them to be final to be returned into the Court Judgment to be made up and Executed accordingly - Which said Agreement is made a Rule of this Court in this Case - and it is considered that the said Parties have Day here in Court until the third Tuesday of May next

Clark vs Eddy  
Sep<sup>r</sup> 186. 1790

Samuel Byers William Burdett & Thomas Wright all of Springfield in the County of Hampshire Plaintiff Joseph Wright of Southbridge in the County of Hampshire Defendant Deft in a Plea de as is of Record here before - The Plea appears & it is considered by the Court that this case be continued to the third Tuesday of May next

Byers &c vs Wright  
Sep<sup>r</sup> 189. 1790



Worthington & Son of Worthington of Springfield in the County of Hampshire Esq. vs John  
Moley of Wharfedale in the same County Wharfedale Esq. in a Plea  
The Def being three Times called is Nonsumt. The Deft defaulted & the Action  
is dismissed  
Sep 190 1790

Bull & Brown & al vs William Bull & George Bull both of Sarphad in the County of Sarphad & late  
of Conventuals Traders. Plff is Sigs. Inconvenit. & Eli Brown Yeoman both  
of Sarphad in the County of Hampshire Esq. in a Plea de as is of Record  
hencefore. The Plff appears & the Deft the three Times called to come into  
Court makes Default of Appearance here. Wherefore it is considered by the  
Court that the Plff do recover against the Deft eight pounds eight shillings  
& sixpence less Money Damages & Costs of Suit taxed at 1s. 18. 11  
& there of do  
Exon off Feb 4. 1791

Heaver & Gregg vs John Heaver Junr of Palmer in the County of Hampshire Yeoman Plff vs  
Jas Gregg of Cotrain in the same County. The Defendant Deft in a Plea de as  
is of Record hencefore. The said Parties appear & agree to refer this Case to  
the Determination of John Philip Esq. Matthew & Hugh McClellan Esq.  
the Award of them or any two of them to be final to be returned into this  
Court Judgment to be made up & Exon off according to the Award. &  
Agreement is made a Rule of this Court and it is considered by the Court  
that they have Day here in Court until the third Tuesday of May next.

Simpson & Stoddard & vs Jonathan Simpson late of Boston in the County of Suffolk Esq. Plff vs  
Solomon Stoddard of Northampton in the County of Hampshire Esq. Deft  
in a Plea de as is of Record hencefore. The Plff appears & the Deft  
the three Times called to come into Court makes Default of  
Appearance here. Wherefore it is considered by the Court that the  
said Jonathan do recover against the said Solomon Ten pounds thirteen  
shillings & one penny less Money Damages & Costs of Suit taxed  
at 2s. 4d. & there of do  
Exon off Mar 5. 1791

Newbury & Cadman vs Roger Newbury of Harnish in the County of Sarphad & late of  
Conventuals Esq. Plff vs. Titus Adams of Granville in the County of  
Hampshire Yeoman Deft in a Plea de as is of Record hencefore  
The Plff appears & the Deft the three Times called to come into Court  
makes Default of Appearance here. Wherefore it is considered by  
the Court that R. Roger do recover against the said Titus five  
pounds fourteen shillings & halfpenny less Money Damages & Costs of  
Suit taxed at 2s. 3. 7 & there of do  
Exon off Mar 5. 1791.

Farmin & Chase vs Benjamin Farmin of Wiltshire Yeoman Plff vs Levi Chase of  
Boston Gent. Deft in a Plea de as is of Record hencefore  
The Plff being three Times called is Nonsumt. The Deft defaulted &  
the Action is dismissed  
Sep 199 1790

Murray & Ware vs John Murray of Andrickston in the Province of New Brunswick Esq. Plff  
vs Jonathan Ware of Norwich in the County of Hampshire Husbandman Deft  
in a Plea de as is of Record hencefore. The Plff appears & the Deft also  
comes & moves that this Case may be continued to the next Term for Special  
Pleadings. And it is considered by the Court that they have Day here in  
Court until the third Tuesday of May next.

Wells & Taylor & al vs Samuel Wells of Greenfield in the County of Hampshire Gent. Plff vs Samuel  
Taylor & Martha Taylor Widow Lemuel Taylor Husbandman Esq. Taylor Husband-  
man Josias Taylor Gent. & William Taylor Husbandman Executors of the last Will &  
of the said Taylor late of Charlestown in the County of Hampshire dead Deft in a  
Plea de as is of Record hencefore. The Plff appears & the Deft the three Times called  
to come into Court makes Default of Appearance here. Wherefore it is considered by  
the Court that said Samuel do recover against the said Deft in their & Capacity  
for the five pounds two shillings & sixpence less Money Damages & Costs of Suit  
taxed at 2s. 4d. & there of do  
Exon off Feb 4. 1791



Levi Wells of Barnardston Township & Leuben Wells of Greenfield Gent<sup>l</sup> both in the County of Hampshire Def<sup>r</sup> vs Henry Porter of Northampton in the same County Gent<sup>l</sup> Def<sup>r</sup> in a Plea de as is of Record here to fore - The Plea appears and agrees that the Case be continued to the week Term & and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next  
Wells vs Porter 204 1790

Samon Wheeler of Shrewsbury in the County of Worcester Yeoman Plff<sup>r</sup> vs Escha Hunt of Northfield in the County of Hampshire Gent<sup>l</sup> Def<sup>r</sup> in a Plea de as is of Record here to fore - The Plff appears by Samon Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>r</sup> by Thim<sup>l</sup> Morris Gent<sup>l</sup> now & defends as when de & for Pleas as he never promised the Plff in manner & form as the Plff in his said Writ & Declaration hath alleged & the Plff puts himself on the Country and the said Samon says that the said Escha's Plea is insufficient - and the said Hunt says his said Plea is sufficient - whereupon all & singular the Points being law & by the Court understood. The Court appears to the Court that the Plea aforesaid of the said Escha is a sufficient answer to the Declaration of the said Samon & that the said Samon by his Plea aforesaid ought to receive Nothing - therefore it is considered by the Court that the said Samon by his Plea aforesaid do receive Nothing but that for his good will claim he be in Mercy & and that the said Escha do recover against the said Samon his Costs & exp<sup>ts</sup>

Whereupon the said Samon by his Att<sup>y</sup> aforesaid appeals from the Judgment aforesaid to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & he remains with security as the Law directs for said Appeal prosecuting his said Appeal with Effect as by the Record on file does appear

Martin Stevens of Orange in the County of Hampshire Yeoman Plff<sup>r</sup> vs Moses Goddard of the same Orange Gent<sup>l</sup> Def<sup>r</sup> in a Plea de as is of Record here to fore - The Plff during three Times called is Nonsumt the Def<sup>r</sup> defaulted & the Action is dismissed  
Stevens vs Goddard Sep 214 1790

Samuel Blodgett of Palmer in the County of Hampshire Yeoman Plff<sup>r</sup> vs Noah Thompson of the same Palmer Yeoman Def<sup>r</sup> in a Plea de as is of Record here to fore - The Parties appear & the Pleas being chosen now read into Court their Award viz<sup>t</sup> That the Plff recover of the Def<sup>r</sup> Three pounds eighteen shillings Damages & Costs of Reference being Three pounds fifteen shillings & six pence & Costs of Court to be taxed by the Court, the Def<sup>r</sup> having paid 19/8 part of Costs of Reference the same to be deducted & which said Award is accepted & it is considered by the Court that said Samuel do recover against the said Noah Three pounds eighteen shillings of lawful Money Damages & Costs of Reference being £ 5. 5. 1 & the Plff de  
Blodgett vs Thompson Sep 215 1790

Leuben Carl of Johnston in the County of Montgomery & State of New York Plff<sup>r</sup> vs Benjamin Nelson R. of Braintree in the County of Hampshire Plff<sup>r</sup> in a Plea de as is of Record here to fore - The Plff being three Times called is Nonsumt the Def<sup>r</sup> defaulted & the Action is dismissed  
Carl vs Nelson Sep 216 1790

Jonathan Jennings of Windham in the County of Windham & State of Connecticut Def<sup>r</sup> on the Plea of Jacob Hunt de'd Plff<sup>r</sup> vs Esch<sup>r</sup> Bap<sup>t</sup> of Amherst in the County of Hampshire Yeoman Def<sup>r</sup> in a Plea de as is of Record here to fore - The Plff being three Times called is Nonsumt the Def<sup>r</sup> defaulted & the Action is dismissed  
Jennings vs Bap<sup>t</sup> Sep 217 1790

Edward Brown of Bridgport in the State of Vermont Plff<sup>r</sup> vs John Hinds on the County of Hampshire Plff<sup>r</sup> in a Plea de as is of Record here to fore - The Plff appears & agrees to a continuance of this Case under the Rule of Expense & the Plff enters into Bond it is considered by the Court that they have Day here in Court untill the third Tuesday of May next  
Brown vs Hinds Sep 222 1790



- Roberts Esq<sup>r</sup> - Samuel Robbins of Belchinstown in the County of Hampshire App<sup>r</sup> to Nathan Par  
sons Esq<sup>r</sup> of the same Belchinstown App<sup>r</sup> in a Plea de as is of Record heretofore  
Parron Esq<sup>r</sup> The said Parties being severally called to come into Court make Default the same  
Sep 224 1790 for considered by the Court that this Action be dismissed
- Paulk & al  
Porter Esq<sup>r</sup> John Paulk of Cranby in the County of Hampshire Yeoman & Abigail his Wife  
Sept 226 1790 vs. Eliza Porter Esq<sup>r</sup> of Hadby in the same County & Par<sup>r</sup> off this of Diff in  
a Plea de as is of Record heretofore The said Parties appear & agree to a Continuance  
of this case to the next Term and it is considered by the Court that they  
have Day here in Court untill the third Tuesday of May next
- Dwight  
Fowler Abner Fowler of Southwick in the County of Hampshire Yeoman & his Wife  
Sept 227 1790 vs. The said Parties appear & agree to a Continuance of  
this case to the next Term and it is considered by the Court that they have day  
here in Court untill the third Tuesday of May next
- Clark  
Barnard & Barnard Samuel Clark of Boston in the County of Suffolk Merchant & Joseph  
Sept 228 1790 Barnard Husbandman & Samuel Barnard Esq<sup>r</sup> both of Duxfield in the  
County of Hampshire Esq<sup>r</sup> on the Plea of Joseph Barnard late of Duxfield  
deceased (Deft in a Plea de as is of Record heretofore) The Deft appears & the  
Deft the three Times publicly called to come into Court make Default of ap-  
pearance here in Wherefore it is considered by the Court that the said  
Samuel do recover against the said Joseph Barnard & Samuel Barnard in  
the County of Hampshire two hundred & seventy six pounds two shillings & seven pence of lawful money  
Damages & Costs of Suit taxed at £47. 10. 0 From which Endowment the  
said Deft by Samuel Thirkley Esq<sup>r</sup> then Att<sup>r</sup> appeal from the Judgment of  
the Court to the Supreme Judicial Court to be holden at Northampton in &  
for the County of Hampshire on the last Tuesday of April next & hereupon  
with Sureties as the Law directs for their prosecuting their said Appeal with  
Effect
- Sadd  
Searl Samuel Sadd of Northampton in the County of Hampshire Yeoman & his Wife  
Sept 242 1790 vs. Eliza Searl of Northampton in the same County Yeoman Deft in a Plea de as  
is of Record heretofore The Deft being three Times called is non suit the Deft  
defaulted & the Action is dismissed
- Fowler  
Mosley David Fowler Esq<sup>r</sup> of Southwick in the County of Hampshire Gent<sup>r</sup> & John Broad  
Sept 247 1790 Mosley of Westfield in the County of Essex Gent<sup>r</sup> Deft in a Rule of Exce-  
p-  
tion as recorded at the last Term & and now the said Parties appear and the  
Parties to whom they submitted the Division of a certain Tract of land lying  
partly in Westfield & partly in Southwick now bring into Court their Award  
as follows - We the Subscribers do have divided said Land & report as  
follows - Mr Isaac Mosley about twenty six acres bounded in the Massena  
following beginning at a white pine Tree at or near the Brook the West end  
of Lot 11 & so called eight rods North of Southwick line from thence West 17  
degrees north sixty six rods & one half to the Land of Isaac Searl to a  
stone with stones about it from thence North twelve degrees & one half East by  
said Searl Land 62 rods from thence East seventy rods to the aforesaid Brook  
to the first mentioned corner and to Capt David Fowler Esq<sup>r</sup> as  
follows - at a white pine Tree standing by story hill brook so called eight rods  
North of Southwick line from thence West 17 degrees north 66 rods & one half to  
the Land of Isaac Searl to a stone with stones about it from thence South twelve  
degrees & one half West by Isaac Searl's Land thirty nine rods from thence West  
Sixteen degrees & a half South thirty six & a half rods on land belonging to Searl to  
an Apple Tree marked with stones about it from thence South five degrees East on the  
Land of David Fowler thirty eight rods from thence East ten degrees South on the  
Land of David Fowler from thence to the before mentioned Brook eighty rods  
from thence northerly on said Brook to the first mentioned corner containing forty acres  
of land - The Court of Exce-  
p-  
tion all which is submitted Mr Shepard Thirkley & Thirkley - which said Award is  
accepted and the Division therein set forth established



Ashebell Bager of Westfield in our County of Hampshire Yeoman Plaintiff Edward Eger  
 Hutchinson Robbins of Milton in the County of the Shire of Dorset Defendant in a Plea  
 of Trespass on the Case for that whereas the said Edward on the eighth day of June  
 last at Westfield aforesaid a certain Horse accus'd to be his own knowingly  
 kept whilst said Horse afterwards on the same Day at said Westfield than being  
 the Horse of the said Edward & in the Stable of one Samuel Foster of S<sup>r</sup> Westfield  
 him the said Ashebell being about his lawful Business did so grievously beat  
 on his left thigh that he was for a long time afterwards in Danger of losing  
 his life was put to great Expence for his surgical Cures & was unable to  
 pursue any Business for the Term of four months next after the said beating  
 & has been greatly debilitated thereby from that Time to the present to the  
 Damage of said Ashebell One hundred pounds — The Plea appears by Joseph  
 Lyman Gent<sup>l</sup> his Att<sup>y</sup> And the said Edward by Messrs. Phipps Esq<sup>r</sup> his Att<sup>y</sup>  
 comes into Court & defends the same & says when & for what says he is  
 not guilty in Manner & Form as the Plea is his Declaration hath all aged  
 and thereof puts himself on the Country — And the Plea likewise

A Jury being now returned impanelled & sworn to try the Issue declare  
 upon their Oath that they find the Deft is guilty & gives Damages for  
 the Plea at Thirty six pounds — And thereupon it is considered by the  
 Court that the said Ashebell do recover against the said Edward Thirty six  
 pounds less Money Damages & Costs of Suit taxed at S<sup>r</sup> 5<sup>s</sup> 11<sup>d</sup> —

Whereupon the said Edward by his Att<sup>y</sup> aforesaid appeals from the Judgment aforesaid  
 to the Supreme Judicial Court to be holden at Northampton in & for the  
 County of Hampshire on the last Tuesday of April next & he recognizes  
 with Sureties for his prosecuting the same as by a Recognizance on File does  
 appear

Bernard Leach of Wilbraham in the County of Hampshire Yeoman Leach vs  
 Plea of Samuel Fisk Merick Physician & Daniel Carrigan Labourer both  
 of Wilbraham aforesaid Defts in a Plea of Trespass on the Case whereupon  
 the Plea says that the said Samuel & Daniel aforesaid on the  
 fourth Day of May in the Year of our Lord seventeen hundred & ninety did  
 wickedly maliciously & fraudulently conspire devise practice & agree together  
 to oppress defraud & impoverish him the said Bernard & wrongfully  
 deceitfully & without probable Cause obtain Judgment unjustly against the  
 Plea before Messrs. Phipps Esq<sup>r</sup> one of the Justices of the Peace for said County of  
 Hampshire in favour of said Carrigan & thereby oblige & compel the Plea to pay  
 three large Sums of Money unjustly under Colour of Law & as is at  
 large further set forth in the Affidavit filed in to the Damage of S<sup>r</sup> Bernard  
 one hundred pounds — The Plea appears by Messrs. Phipps Esq<sup>r</sup> his Att<sup>y</sup>  
 and the said Samuel comes & defends he when & for what severally & for  
 himself says he is not guilty in Manner & Form as the Plea in his Decla-  
 ration has alleged against him & thereof puts himself on the Country for  
 Trial — And the Plea likewise — And the said Daniel comes & defends  
 he when & for what severally & for himself says he is not guilty in  
 Manner & Form as the Plea in his Declaration has alleged against him  
 & thereof puts himself on the Country for Trial — And the Plea likewise

A Jury at this time returned impanelled & sworn to try the Issue declare  
 upon their Oath that they find both the Defts are guilty and give Damages  
 for the Plea at Twenty five pounds — And thereupon it is considered by  
 the Court that the said Bernard do recover against the said Samuel & Daniel  
 Twenty five pounds less Money Damages & Costs of Suit taxed at S<sup>r</sup> 6<sup>s</sup> 11<sup>d</sup> —

Whereupon the said Samuel by his Att<sup>y</sup> aforesaid appeals from the Judgment  
 of the Court to the Supreme Judicial Court to be holden at Northampton in &  
 for the County of Hampshire on the last Tuesday of April next & he recognizes  
 with Sureties for his prosecuting the same as by the said Recognizance  
 on File appears



Phillips vs  
Parks  
No 3

William Phillips Jun<sup>r</sup> of Boston in the County of Suffolk Esq<sup>r</sup> vs William  
Parks of Weymouth in the County of Hampshire Esq<sup>r</sup> Debt in aid of the Case for  
that one Joel Strong of Springfield on the 1<sup>st</sup> of January in the year  
of our Lord One thousand seven hundred & eighty two by his promissory Note under  
his hand of that Date for Value received promised said Parks to pay him  
or his Order Fifty eight pounds seven shillings & two pence lawful money on  
Demand with lawful Interest for the same till paid & had afterwards to wit on  
the Second Day of May in the year of our Lord One thousand seven hundred & eighty  
five the said Parks at Springfield aforesaid by his Indorsements on the  
same Note with his proper hand assigned the same Note over to the Plaintiff for  
Value received the Contents being then wholly due & thereby directed the same  
Contents to be paid to the Plaintiff on Demand & the said William  
Parks afterwards to wit on the fourth day of June then next at Springfield aforesaid  
shewed to the Plaintiff the same Note & Indorsements thereon & then & there  
requested the said Joel to pay him the said William the Contents of the same Note  
but said Joel did not pay the same but then & there neglected & utterly re-  
fused to pay the same of all which the said William afterwards to wit  
on the Day & Year last aforesaid at Springfield aforesaid gave the said  
Parks due Notice by means whereof the said Parks became liable to  
pay the Plaintiff the same & in consideration thereof said Parks then & there  
agreed on himself & faithfully promised the Plaintiff to pay him the same  
whenever he should be thereto required & yet the said Parks hath never paid  
the same but unjustly neglected & refused to do so to the Damage of said  
William One hundred & ten pounds & The Plaintiff appears by George Bliff Gent<sup>l</sup>  
his Att<sup>y</sup> and the Defendant by Joseph Symonds Gent<sup>l</sup> his Att<sup>y</sup> & deposes when ex-  
amined & for the said says he never promised in manner & form as the Plaintiff his Decla-  
ration against him hath alleged & thereof puts himself on the Country  
and the Plaintiff likewise & A Jury at the Term returned in place called &  
sworn to try the Issue declare upon their Oath that they find the Defendant did promise  
as set forth in the Declaration & assess Damages at Ninety six pounds fifteen  
shillings & two pence & And thereupon it is considered by the Court that the  
said William do recover against the said Parks Ninety six pounds fifteen  
shillings & two pence lawful money Damages & Costs of Suit taxed at £ 7. 3. 11  
Whereupon the said Parks by his Att<sup>y</sup> aforesaid appeals from the Judgment  
of this Court to the Supreme Judicial Court to be holden at Northampton in and  
for the County of Hampshire on the last Tuesday of April next as he recognizes  
with Certiorari for his prosecuting his said Appeal with Effect as by P. Roger's name  
on File does appear

Ward vs  
Ward -  
No 4

Salomon Ward of Orange in the County of Hampshire Esq<sup>r</sup> vs William  
Ward of Boston in the County of Middlesex Esq<sup>r</sup> Debt in aid of the Case  
for that the said William at Alford via aforesaid in the County of Hampshire on the  
25<sup>th</sup> day of November Anno Domini 1775 by his Note for Value received promised the  
Plaintiff to pay him or Order Forty pounds lawful money on Demand with the lawful  
till paid yet said William the requested has not paid the same but neglected &  
to the Damage of said Salomon One hundred pounds & The said Parties ap-  
pear and agree to a Continuance of the Case to the next Term & And it is con-  
sidered by the Court that they have Day here in Court until the third Tuesday  
of May next



Samuel Dickinson of Bettleborough in the County of Windham & State of Ver  
mont Gent<sup>l</sup> Appell<sup>t</sup> & Joel Thayer of Bangor in the County of Hampshire Justices of the Peace  
Appell<sup>t</sup> from the Judgment of Isaac Powers Esq<sup>r</sup> Just<sup>l</sup> of the Peace in which Sam<sup>l</sup> Dickinson  
was App<sup>l</sup> & Joel Thayer in a Plea of the Case for that said Joel at Greenwich in  
the County of Hampshire on the 17<sup>th</sup> day of September 1790 being indebted to the App<sup>l</sup>  
in the sum of Seven shillings law<sup>l</sup> money according to the Ac<sup>t</sup> annexed then  
& there in Court when Thayer promised the App<sup>l</sup> to pay him the same sum on  
Demand. Yet said Thayer the other requested both not paid & since but  
neglects to to the Discharge of said Samuel Forty shillings. The said  
Parties appear and agree to a Continuance of this Case to the next Term and  
it is considered by the Court that they have Day here in Court until the  
third Tuesday of May next.

254  
Dickinson  
Thayer  
N<sup>o</sup> 5

Timothy Mather of Southampton in the County of Hampshire Yeoman App<sup>l</sup> Mather  
Isabel Bingham late of South Hadley in the County aforesaid Trader or agent  
& absconding Debtor & Noah Goodman of South Hadley aforesaid Esq<sup>r</sup> Agent  
Taylor & Trustee to S<sup>r</sup> Isabel Defts in a Plea of Covenant broken whereon said  
Timothy says that at South Hadley aforesaid on the 7<sup>th</sup> day of November  
Anno Dom 1782 S<sup>r</sup> Isabel made Sealed & delivered to Timothy his Deed  
Poll whereby it is witnessed that said Isabel paid in Consideration of the  
sum of thirty seven pounds 14/2 in hand paid by S<sup>r</sup> Timothy did freely  
charyl & absolutely give grant bargain sell alien release convey & confirm  
to S<sup>r</sup> Timothy his Heirs & Assigns forever five hundred Acres of Land  
lying & being in the Township of Stockbridge in the County of Rutland  
& State of Vermont to have & to hold with the Appurtenances to him the  
said Timothy his Heirs & Assigns to his & their own use benefit behoof pore  
over & and said Isabel then & there by the said Deed for himself his Heirs Execu  
tors & Administrators did covenant to & with S<sup>r</sup> Timothy his Heirs & Assigns  
that before & until the executing the same he S<sup>r</sup> Isabel was the true sole  
proper & law<sup>l</sup> Owner & Possessor of the before granted Premises with the  
Appurtenances & had in himself good Right full Power & Lawful Autho  
rity to give grant bargain sell alien release convey & confirm the same as  
aforesaid & that free & clear & freely & charyl executed acquitted & dischar  
ged of & from all former & other Gifts grants bargains sales Leases mort  
gages Wills Int<sup>l</sup> & Letters Dower's Thirds Executions & Incumbrances  
whatsoever & furthermore the said Isabel then & there by the said Deed  
did covenant promise & engage the before granted Premises with the Appur  
tenances unto the said Timothy his Heirs & Assigns forever to warrant fe  
ace & defend against the Lawful Claims or Demands of any Person or Per  
sons whatsoever & and S<sup>r</sup> Timothy avers that at the Time of the Execution  
of the Deed aforesaid on any other Time whatsoever before or since said  
Isabel was never seized of five hundred Acres of Land in the Township  
of Stockbridge aforesaid & that he had no right Power or Authority to  
sell the same, & that S<sup>r</sup> Timothy could not enter upon the same by virtue  
of said Deed & so S<sup>r</sup> Isabel has broken his Covenant & asketh the same  
to the Damage of said Timothy One hundred & fifty pounds.  
The said Parties appear by their respective Att<sup>ys</sup> & agree to a Continuance of  
this Case to the next Term & and it is considered by the Court that they have

N<sup>o</sup> 6



Day here in Court until the third Tuesday of May next.

Barrel Ex  
Moseley Ex  
No 7.

Sarah Barrel of Boston in the County of Suffolk. 102<sup>d</sup> Ex of the last Will of John Barrel late of Boston aforesaid dec'd. Def<sup>t</sup> is Hannah Moseley of Westfield in the County of Hampshire Executrix of the last Will of John Moseley late of Westfield deceased Def<sup>t</sup> in a Plea of Turpason the Case for that said John in his Life Time on the twentieth day of June Anno Domini 1774, promised said Sarah Barrel in his Life Time to pay him or Order One hundred & fifty pounds, thirteen shillings & five pence on Demand with Interest. Yet the requested neither the said John Moseley in his Life Time nor said Hannah since the Death of said John have ever paid the same to said Sarah Barrel or Order but neglects it to the Damage of said Sarah in her Capacity two hundred & eighty pounds.

The said Parties appear & agree to a Continuance of this Case to the next Term And it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Bradish  
Buckington  
No 8.

Joseph Bradish of Cummington in the County of Hampshire Plaintiff vs Samuel Buckington of Cummington in the County aforesaid Defendant in a Plea of Turpason the Case for that said Samuel at Cummington aforesaid on the thirteenth day of October last past in Consideration that the said Joseph at the special Instance & Request of Samuel had before that Time done & performed divers Work & Labour & Service for Samuel in repairing & removing & taking down & building his the said Samuel's Barns & other Buildings the Particulars of which Service are mentioned in the Account annexed to the Work aforesaid on himself & then & there partly & fully promised to pay him therefor so much money as for the same Work he was reasonably deserved to have whenever after he should be thereto requested & said Joseph avers that he reasonably deserved to have Twenty pounds nineteen shillings & eight pence lawfull money & that Samuel the requested has not paid the same but neglects it to the Damage of said Joseph Twenty pounds. The Parties appear by their Att<sup>y</sup>s & agree to a Continuance of this Case to the next Term. And it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Original  
Parrish & d  
No 9.

Eljah Parrish Esq<sup>r</sup> & Gideon Parrish Gent<sup>l</sup> vs Joseph Parrish Esq<sup>r</sup> & Samuel Parrish Esq<sup>r</sup> in the County of Hampshire. Plaintiff vs Defendant in a Plea of Turpason the Case for that said Joseph & Samuel at Danvers aforesaid on the 30<sup>th</sup> day of December A.D. 1790 by their Note for Value received promised said Eljah & Gideon to pay them Fifty four pounds & eight pence on Demand with Interest. Yet the requested have not paid the same but neglects it to the Damage of said Eljah & Gideon Sixty pounds. The Parties appear by their Att<sup>y</sup>s & the Def<sup>t</sup> the three Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that the said Eljah & Gideon do recover against the said Joseph & Samuel & Fifty four pounds five shillings & 8<sup>d</sup> lawfull money Damages & Costs of Suit taxed at £2. 11. 3. After all which the said Joseph & Samuel by Simon Strong Esq<sup>r</sup> their Att<sup>y</sup> come into Court & appeal from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County aforesaid on the last Tuesday of April next & he argues as the Law directs for their prosecuting the same to Effect.

Shepard  
Harwood  
No 10.

Levi Shepard of Northampton in the County of Hampshire Plaintiff vs Francis Harwood of Westhampton in the same County Defendant in a Plea of Turpason the Case for that said Francis at Northampton aforesaid on Jan<sup>y</sup> 1<sup>st</sup> 1791 last by his Note for Value received promised said Levi to pay him or Order Thirty pounds nineteen shillings & two pence three farthings lawfull money on Demand with Interest. Also that said Francis on Feb<sup>y</sup> 1<sup>st</sup> 1791 last by his other Note for Value received promised the Def<sup>t</sup> to pay him or Order Fifty pounds six shillings & seven pence lawfull money on Demand with Interest. Also for that said Francis at Northampton on



the tenth day of November 1790 in consideration that said Sir at the special Request of the said Francis and before that time said Sir delivered to said Francis Goods & Money as appraised on himself & to said Sir procured a pay. for so much Money as Goods were worth. when required & Sir avers that said Goods were worth Forty pounds & yet said Francis the requested has never paid either the sum aforesaid but brought it to the Damage of said Sir One hundred & fifty pounds. The Defendant by his Att<sup>y</sup> & the Deft<sup>s</sup> the three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that said Sir do recover against the said Francis One hundred & fifty pounds seven shillings & eight pence half penny lawd Money Damages & Costs of Court taxed at 5<sup>s</sup> 6<sup>d</sup> & 1<sup>d</sup> 1<sup>0</sup> 1<sup>0</sup> &c  
Done at Ex<sup>tr</sup> Feb<sup>r</sup> 26. 1791

Elijah Allen of Northampton in the County of Hampshire Esq<sup>r</sup> & Plaintiff vs. William Boscastle of Chichester in the same County Esq<sup>r</sup> & Defendant. For that said William on Oct<sup>r</sup> 20 1790 at 12 o'clock in the afternoon by and without any justifiable Cause took the Goods & Chattels viz one red Ox with a white face a Broude Ox of the Skin of the horns & ears & four fat Piggs of the Price of forty shillings each & them unlawfully detained to this time to the Damage of said Elijah Twenty pounds. The said Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next.

Elijah Allen of Northampton in the County of Hampshire Esq<sup>r</sup> & Plaintiff vs. William Boscastle of Chichester in the same County Esq<sup>r</sup> & Defendant. For that said William on September 23<sup>d</sup> 1790 at 12 o'clock in the afternoon by and without any justifiable Cause took the Goods & Chattels of the said Elijah One roven Cows & several other Cattle & everything full of hay & straw & them unlawfully detained to this day to the Damage of said Elijah Sixty pounds. The said Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court untill the third Tuesday of May next.

Wm Goodman of South Haver in the County of Hampshire Esq<sup>r</sup> & Collector of Ex<sup>tr</sup> for the County of Ex<sup>tr</sup> vs. Samuel Punter of Northfield in the same County Physician Deft<sup>s</sup> in a Plea that he renders to him the said Wm Goodman the sum of two hundred pounds lawd Money which he owes & from him unjustly detains for that in which said Samuel on the third Day of November in the Year of our Lord Seventeen hundred & eighty nine by his certain Writing obliging of that Date sealed with his seal in Court to be produced bound himself to pay said Wm Goodman the Collector of Ex<sup>tr</sup> for said County in his said Capacity for the sum of two hundred pounds lawd Money to be paid to said Elijah or his Successor in said Office on Demand. Yet said Samuel the requested has never paid the sum but brought it to the Damage of said Wm in his Ex<sup>tr</sup> Two hundred pounds.

The Deft appears & the Deft<sup>s</sup> the three Times publicly called to come into Court & as the Defendant of appearance here Wherefore it is considered by the Court that this Case be continued for Judgment untill the next Term of this Court.

Commonwealth of the parish of St. Andrew vs. Samuel Punter of Northfield in the County of Hampshire Physician Deft<sup>s</sup> in a Plea that the said Samuel do & should render unto us Two hundred pounds & should to us as is a large & it is said in the Writ of Summons on file &c. Samuel Taylor Att<sup>y</sup> at Law now appears on behalf of the Commonwealth & the Deft<sup>s</sup> the three Times publicly called to come into Court makes Default of appearance here Wherefore it is considered by the Court that this Case be continued for Judgment untill the next Term of this Court.



Commonwealth of Massachusetts of George Dickinson of Conway  
in the County of Hampshire Trader Deft in a Plea that he owes to  
the Commonwealth Two hundred pounds which he owes & has perjured as is  
at large set forth in the Writ on File de John Taylor appears on be  
half of the Commonwealth & the said George the three times publicly  
called to come into Court makes Default of appearance here whereupon it is considered by the Court that this case be continued to the  
next Term for Judgment

Same as  
J. Botwood  
N<sup>o</sup> 15  
Commonwealth of Massachusetts of Samuel Botwood of Conway  
in the County of Hampshire Trader Deft in a Plea that he owes to the  
said Commonwealth Two hundred pounds which he owes & has perjured  
as is at large set forth in the Writ on File de John Taylor Gent<sup>l</sup> appears on  
behalf of the Commonwealth & the said Samuel the three times publicly called  
to come into Court makes Default of appearance here whereupon it is con  
sidered by the Court that this case be continued for Judgment until the  
next Term

Same as  
J. Botwood  
N<sup>o</sup> 16  
Commonwealth of Massachusetts of Daniel Tobes of Denfield in the County of  
Hampshire Trader Deft in a Plea that said Daniel to the Commonwealth  
Two hundred pounds which he owes & has perjured as is at large set forth  
in the Writ on File de John Taylor Gent<sup>l</sup> appears on behalf of the  
Commonwealth & the said Daniel the three times publicly called to come into  
Court makes Default of appearance here whereupon it is considered by  
the Court that this case be continued to the next Term for Judgment

Same as  
J. Botwood  
N<sup>o</sup> 17  
Commonwealth of Massachusetts of James Dealand of Ashfield in  
the County of Hampshire Yeoman Deft in a Plea that he owes to the  
said Commonwealth Two hundred pounds which he owes & has perjured  
as is at large set forth in the Writ on File de John Taylor Gent<sup>l</sup> appears  
on behalf of the Commonwealth & the said James the three times publicly called  
to come into Court makes Default of appearance here whereupon it is considered by the Court that this case be continued to the next Term

Same as  
J. Botwood  
N<sup>o</sup> 18  
Commonwealth of Massachusetts of Asa Selden of Ashfield in the  
County of Hampshire Yeoman Deft in a Plea that he owes to the said  
Commonwealth Thirty pounds perjured as appears at large set forth in  
the Writ on File de John Taylor appears on behalf of the Commonwealth  
and the Deft by Samuel Smith Esq<sup>r</sup> his Att<sup>y</sup> moves & moves for a  
continuance of this case to the next Term and it is considered by the  
Court that this case be continued to the next Term the third Tuesday of  
May next

Same as  
J. Botwood  
N<sup>o</sup> 19  
Commonwealth of Massachusetts of Cephas Clap of Derbyfield in the County of  
Hampshire Taylor Deft in a Plea that he owes to the Commonwealth Two hundred  
pounds which he has perjured to the Commonwealth & fully appears  
at large in the Writ on File de John Taylor appears on behalf of  
the Commonwealth, and the said Cephas the three times publicly called to come into Court  
makes Default of appearance here whereupon it is considered by the  
Court that this case be continued to the next Term for Judgment

Same as  
J. Botwood  
N<sup>o</sup> 20  
Commonwealth of Massachusetts of Dudley Atkins of Newbury Port in the County of Essex Esq<sup>r</sup> & Peter Star  
well of Tyngborough in the County of Middlesex Gent<sup>l</sup> Executors of the last Will &  
of John Winslow late of Duxbury in said County of Middlesex Esq<sup>r</sup> Deft in a Plea  
that they owe to the said John Winslow late of Duxbury in said County of Middlesex  
Esq<sup>r</sup> the sum of £1000 & the said Dudley Atkins & Peter Starwell on the third day  
of May Anno Domini 1784 by his last knowledge under his hand & Seal



before Abner Morgan Esq. & John A. unknown & indebted to said John A. Morgan  
Windsor Pembroke in the sum of some English pounds law money to be paid  
fourth day of said May, which said debtors shall answer in full. There  
not paid or satisfied for the nine years have past & now yet time has been paid  
but Twenty five pounds twelve shillings & nine pence. Wherefore John A. Morgan  
John in his Life Time to demand & have of said Abner Morgan & twenty pounds  
seven shillings & nine pence & interest & fourteen shillings & two pence, for  
cost of & paying & yet said Abner Morgan the requested has never paid said sum but  
neglect it to the Damage of said Executors in their Capacity One hundred forty  
pounds. The Parties appear & agree to a Continuance & this is consider  
ed by the Court that they have Day here in Court untill the third Tuesday  
of May next

Thomas Wright of Dorchester in the County of Hampshire Just. of Peace  
Daniel Carpenter of South Dorchester in the same County. Daniel Carpenter  
Deft in a Plea of the Case for that Daniel a/s Dorchester on June 1<sup>st</sup> 1788  
18<sup>th</sup> 1788 by his Note for Value recd promised & Obedt Gray him a  
Order Fifty one pounds eight shillings & nine pence in Specie Order on  
Top of 5 on Demand with Interest. Yet Daniel the requested has  
never paid the same but neglect it to the Damage of Obedt twenty  
pounds. The said Parties appear & agree to a Continuance &  
And it is considered by the Court that they have Day here in Court even  
till the third Tuesday of May next

Justin Chapin of Monson in the County of Hampshire Husband of  
Pleas as Nathl. Ward of Dorchester in the same County. Justin Chapin  
in a Plea in the Case for that Nathl. a/s Dorchester on March 23<sup>rd</sup> last by his  
Note for Value recd promised Two pounds 11/6 law money & by his  
other Note promised to pay him seven pounds ten shillings. Yet  
Nathl. the requested has never paid the same but neglect it to the  
Damage of Justin eighteen pounds. The Parties appear & agree to a Con  
tinuance & And it is considered by the Court that they have Day here  
in Court untill the third Tuesday of May next

David Skarner of Palmer in the County of Hampshire Son of Abner Skarner  
Esq. Smith of Providence in the County of Providence & State of Rhode Island  
land Student of Law from the judgment of Caleb Clark Esq. Just. of Peace  
in which Case S. Eli was Plea & David Skarner in a Plea for that  
David a/s Smith on April 15<sup>th</sup> 1788 was just  
indented to said Eli in the sum of three shillings for a set of wood  
& in consideration thereof promised S. Eli to pay the same on Demand  
yet David the requested has never paid the same but neglect it to  
the Damage of S. Eli twenty shillings. The said Parties appear and  
agree to a Continuance & And it is considered by the Court that they  
have Day here in Court untill the third Tuesday of May next.

John Dunton of Wren in the County of Hampshire Just. of Peace  
last Will & Testament of Dunthins a Quinter. late of Palmer in the County  
of said died & Appellants Abigail Scott of Palmer a Plea. Widow of  
of the last Will & Testament of William Scott of Palmer died Appellee  
from the Judg<sup>t</sup> of Joseph Browning Just. of Peace in which Case the said  
Abigail was Plea & said John Dunton in a Plea of the Case for that said  
Dunthins a/s said Palmer on May 31<sup>st</sup> 1787 then alive by his Note  
for Value recd promised said William Scott him Two pounds ten shillings  
shillings & five pence law money with Interest. Yet said Dunthins  
or said John the requested have ever paid the same but neglect it to  
the Damage of Abigail Forty shillings. The Parties appear & agree to refer  
the Case to the Determination of Dunthins. This is considered by the Court  
that the award of Dunthins two of them to be paid to be returned to the Court & the  
sub to be made up & given award. And the Case is continued to the next Term



Jones & Porter & N<sup>o</sup> 26 Joseph Jones of Wiltshire in the County of Wiltshire & Porter Esq. of Hadley in the County of Hampshire & Christopher Jones of the County of Devon in a Plea of the Case as is at large set forth in the Writ of Habeas Corpus & the said Parties appear and agree that this Case be continued to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

South & Pepper N<sup>o</sup> 27 Samuel South of Warr in the County of Hampshire & Thomas Pepper Esq. of the County of Hampshire & Thomas Esq. in a Plea of the Case for that the said Samuel doth claim on September 21<sup>st</sup> last was robbed of a certain Pelting Horse about ten years old of the Value of fifteen pounds as of his own proper Goods & afterwards on the same Day & Year casually took the same which on the Day aforesaid to the hands of the said Esq. & by finding same and said Esq. knowing & Horse to be the Horse of said Samuel & intending to sell & subtilly to deceive & defraud the said Samuel hath not delivered the said Horse but converted the same to his own Use to the Damage of the said Samuel Twenty pounds & The Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Henshaw & Ingersol N<sup>o</sup> 28 Samuel Henshaw of Northampton in the County of Hampshire Esq. & Stephen Ingersol of Westfield in the County aforesaid & Thomas Esq. in a Plea of the Case for that the said Samuel doth claim before Wm. Ingersol Esq. on May 10<sup>th</sup> 1790 recovered Judgment against Joseph Tucker of Westfield a free Trader for £15<sup>0</sup> 19<sup>0</sup> 2 Damages & 8<sup>0</sup> Costs & afterwards on July 10<sup>th</sup> 1790 sent out upon the said Tucker said Work & delivered to the said Ingersol then Esq. in & Town & to be by him executed & yet said Stephen would not execute the same or make any lawful Return of the same with his Docket & return & subregeit & refuses to do so to the Damage of Samuel Thirty pounds & The Esq. appears & the Esq. the three Times publicly called to come into Court & makes Default of Appearance here & Wherefore it is considered by the Court that said Samuel do recover against & Stephen Seventy pounds seven shillings & five pence & Costs of which taxed at 2<sup>0</sup> 10<sup>0</sup> 3<sup>0</sup> the 10<sup>th</sup> of Apr. 1791 Executed Mar 5<sup>th</sup> 1791

Percott & Shuck N<sup>o</sup> 29 Benjamin Percott of Northampton in the County of Hampshire & Esq. & Esq. of Hadley in the County of Hampshire & Esq. in a Plea of the Case for that said Esq. at Northampton on June 28. 1790 by his Note for Value rec<sup>d</sup> promised said Benjamin to pay him on his Order Four pounds eighteen shillings & six pence lawful Money on Demand with Interest & yet the requested Esq. has never paid the same & subregeit & it to the Damage of Benjamin Ten pounds & The Esq. appears & the Esq. the three Times publicly called to come into Court & makes Default of Appearance here & Wherefore it is considered by the Court that the said Benjamin do recover against the said Esq. Five pounds one shilling & seven pence lawful Money Damages & Costs of which taxed at 8<sup>0</sup> 9<sup>0</sup> & the 10<sup>th</sup> of Apr. 1791 Executed Feb 14<sup>th</sup> 1791

Pourroy & Miles N<sup>o</sup> 30 Daniel Pourroy of Northampton in the County of Hampshire Esq. & Esq. of the County of Hampshire & Esq. in a Plea of the Case for that the said Samuel at Northampton on Nov. 15. 1790 by his Note for Value rec<sup>d</sup> promised & Daniel to pay him on Order Forty pounds lawful Money on Demand with Interest & yet said Samuel the requested has never paid the same & subregeit & it to the Damage of Daniel Sixty pounds & The Esq. appears & the Esq. also comes into Court & moves for a Continuance to the next Term & it is considered by the Court that they have Day here in Court until the third Tuesday of May next



Gad Smith of Whately in the County of Hampshire Trader Deft<sup>r</sup> vs. John Smith of the same Whately Plaintiff Deft<sup>r</sup> in a Plea of the Case for that said John as said Whately on April 29<sup>th</sup> 1790 by his Note for Value rec<sup>d</sup> promised said Gad to pay him or Order Eleven pounds fourteen shillings & eight pence on Demand with Interest. Yet said John the reg<sup>d</sup> vested has never paid the same to the Damage of said Gad twelve pounds N<sup>o</sup> 31. The Deft<sup>r</sup> appears & the Deft<sup>r</sup> the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said Gad do recover against the said John seven pounds eleven shillings & one penny lawful Money Damages & Costs of which taxed at 1<sup>l</sup> 1<sup>7</sup> 10. Exec<sup>d</sup> Jan<sup>y</sup> 12. 1792 -

John Robinson of Stamford in the County of Hampshire Plaintiff Deft<sup>r</sup> vs. Samuel Thompson of the same Plaintiff Deft<sup>r</sup> in a Plea of the Case for that said Samuel as said Robinson on Nov<sup>r</sup> 14. 1788 by his Note for Value rec<sup>d</sup> promised said John to pay him or Order Twelve pounds lawful Money by June 20<sup>th</sup> then next, & also by his other Note dated Nov<sup>r</sup> 20<sup>th</sup> 1788 for Value rec<sup>d</sup> promised said John to pay him or Order Twelve pounds lawful Money by June 20<sup>th</sup> then next. Yet said Samuel the request<sup>d</sup> hath not performed either his said Promises subneglects it to the Damage of said John Twenty pounds. The Deft<sup>r</sup> appears & the Deft<sup>r</sup> the called makes Default of Appearance in Court Wherefore it is considered by the Court that said John do recover against said Samuel Thirteen pounds two shillings & ten pence lawful Money Damages & Costs of which taxed at 1<sup>l</sup> 1<sup>7</sup> 10. Exec<sup>d</sup> Mar<sup>y</sup> 17. 1791 -

Elijah Barnes of Granville in the County of Hampshire Plaintiff Deft<sup>r</sup> vs. Frederick Hale of Long Meadow in the same County Plaintiff Deft<sup>r</sup> in a Plea of the Case &c. as is at large & reports in the Writ on Filij<sup>d</sup> N<sup>o</sup> 33. The Deft<sup>r</sup> being three Times called to come into Court is non suit the Deft<sup>r</sup> pays & prays his Costs may be allowed him Whereupon it is considered by the Court that the said Frederick do recover against the said Elijah his Costs taxed at Four pounds fourteen shillings & ten pence & thereof &c. Exec<sup>d</sup> Apr<sup>y</sup> 27. 1791 -

Chilias Smith & Windsor Smith both of Stedley in the County of Hampshire Shopkeepers Plffs vs Joshua Street of Dorchester in the same County Deft<sup>r</sup> in a Plea of the Case for that said Joshua as said Plffs on July 30. 1790 by his Note for Value rec<sup>d</sup> promised said Chilias & Windsor to deliver them Twenty two pounds & one shilling worth in Whisk & Flap Sed delivered at Chapsford by Nov<sup>r</sup> 1<sup>st</sup> then next at the market price - Yet said Joshua the request<sup>d</sup> has never delivered & Whisk & Flap Sed subneglects it to the Damage of said Chilias & Windsor Twenty nine pounds. The Plffs appear & the Deft<sup>r</sup> the three Times called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said Chilias & Windsor do recover against said Joshua Twenty two pounds seven shillings & seven pence lawful Money Damages & Costs of which taxed at 1<sup>l</sup> 10. 5. & thereof &c. Exec<sup>d</sup> Feb<sup>y</sup> 8. 1791 -

Giles Crouch Shellogg of Stedley in the County of Hampshire Plaintiff Deft<sup>r</sup> vs. Andrew Haon of Whately in the same County Plaintiff Deft<sup>r</sup> in a Plea of the Case for that said Giles as said Haon on May 20. 1790 at the special Instance & Request of Haon account<sup>d</sup> & computed together of and concerning divers Sums of money due & payable from the said William to said Giles & said William was found to have been indebted to said Giles at the Time of his Death in the Sum of twenty pounds fifteen shillings & seven pence



lawful money then in current & the said Debtor Secretary as aforesaid. Names there  
had & yet has in his hands aforesaid sufficient to pay this & other just Debts of  
the said Giles, & then & there promised said Giles to pay him the same on Demand  
yet said Debtor the requested has never paid the same but neglects it to the Sa  
mage of said Giles thirty pounds. The Parties appear & agree to a Conti  
nuance of this Case & and it is considered by the Court that they have  
Day here in Court untill the third Tuesday of May next.

Porter &

James Porter of Hadley in the County of Hampshire Yeoman Plaintiff in a Plea of the Case  
Marsh & al Joynant & Robert Marsh Joynant Defendants in a Plea of the Case  
N<sup>o</sup> 36. Marsh of Sunderlands in the same County Joynant Defts in a Plea of the Case  
for that said Asa Jonathan & al have at London aforesaid on Nov<sup>r</sup> 1<sup>st</sup> 1787 by  
their Note for Value rec<sup>d</sup> promised s<sup>d</sup> Deft<sup>r</sup> & pay him Nine pounds eight  
een shillings & three pence law<sup>d</sup> money on or before Jan<sup>y</sup> 1<sup>st</sup> 1789 with Interest  
yet said Asa Jonathan & al have the requested have never paid the same but  
neglects it to the Damage of said Deft<sup>r</sup> Eighteen pounds. The Deft<sup>r</sup> ap  
pears & the Deft<sup>r</sup> the called make Default of Appearance in Court where  
fore it is considered by the Court that said Deft<sup>r</sup> do recover against the s<sup>d</sup>  
Asa Jonathan & al have Seven pounds seven shillings law<sup>d</sup> money Damages  
as & Costs of which taxed at £ 1 13s 4d & there of do. Exce<sup>d</sup> Feb. 5. 1791.

Wright  
Wright  
N<sup>o</sup> 37

Paul Wright of Hadley in the County of Hampshire Yeoman Plaintiff in a Plea of the Case  
Wright of Hadley aforesaid Joynant Deft<sup>r</sup> in a Plea of the Case for that said  
Samuel aforesaid on Feb<sup>r</sup> 20<sup>th</sup> last was justly indebted to s<sup>d</sup> Paul in the  
sum of fifty three pounds fifteen shillings law<sup>d</sup> money for diverse Goods  
Wares & Merchandises there before that Time sold & delivered by said Paul  
to said Samuel at his special Instance & Request & being so indebted he  
& Samuel then & there promised s<sup>d</sup> Paul to pay him the same on Demand  
yet said Samuel the requested has never paid the same but neglects it to the  
Damage of said Paul Twenty pounds. The Deft<sup>r</sup> appears & the Deft<sup>r</sup> the  
called to come into Court makes Default of Appearance here wherefore  
it is considered by the Court that said Paul do recover against s<sup>d</sup> Samuel  
Fifty three pounds fifteen shillings law<sup>d</sup> money Damages & Costs of which  
taxed at £ 1 13s 4d & there of do. Exce<sup>d</sup> Feb. 14. 1791.

Wright

Wright  
N<sup>o</sup> 38

Samuel Wright of Hadley in the County of Hampshire Plaintiff in a Plea of the Case  
4. Elias Wright of London in the same County Joynant Deft<sup>r</sup> in a Plea of the Case  
Levin for that the said Elias on the second Day of August 1790 at s<sup>d</sup> Hadley on  
lawfully & without any justifiable Cause took one John of the said  
Samuel & then unlawfully detained to this day to the Damage of s<sup>d</sup> Samuel  
Twenty pounds. The said Parties appear & agree to a Continuance of this  
Case & and it is considered by the Court that the said Parties have Day  
here in Court untill the third Tuesday of May next.

Smith

Corwell  
N<sup>o</sup> 39

Francis Smith of Hadley in the County of Hampshire Yeoman Plaintiff in a Plea of the Case  
well of Hadley in the same County Joynant Deft<sup>r</sup> in a Plea of the Case  
Deft<sup>r</sup> in a Plea of the Case for that said Thomas aforesaid on or about  
15<sup>th</sup> 1790 by their Note for Value rec<sup>d</sup> promised s<sup>d</sup> Deft<sup>r</sup> to deliver him Thirty  
pounds law<sup>d</sup> money worth in the Spring of 1790 at such price by April 15<sup>th</sup> then  
next. yet said Thomas & al have not performed said Promise but neglects  
it to the Damage of said Deft<sup>r</sup> Thirty five pounds. The Deft<sup>r</sup> appears & the  
Deft<sup>r</sup> the called make Default of Appearance here. Wherefore it is considered by the  
Court that said Deft<sup>r</sup> do recover against s<sup>d</sup> Thomas & al have Thirty one pounds eight  
shillings & six pence law<sup>d</sup> money Damages & Costs of which taxed at £ 2 10s 4d  
After which the s<sup>d</sup> Deft<sup>r</sup> & al are by Att<sup>y</sup> V<sup>r</sup> Lewis & al by App<sup>l</sup> from  
the Judgment of this Court to the Supreme Judicial Court to be holden at North  
ampton in s<sup>d</sup> County of Hampshire on & last Tuesday of April next & he may  
move according to Law for their prosecuting the same to Effect &c.



Daniel White of Hadley in the County of Hampshire Gent<sup>l</sup> Deputy of the  
High & Ancient Blacksmith is Samuel Bolwood Gent<sup>l</sup> both of County in the  
same County Depts in a Plea of the Case for that said Debt & Samuel at County  
after said on Sep. 29<sup>th</sup> last. by their Writing obliging under their hands of  
that Date acknowledged the Receipt of the Sum of the Value of eight pounds  
four shillings of the Value of twenty pounds four shillings of the Value of  
twelve pounds nine shillings of the Value of nine shillings which  
said Samuel & Co. promised & engaged to deliver & Daniel at the Dwelling  
House of Samuel Dickinson in Hatfield on Saturday then next  
of said said said Samuel the requested have never performed their said  
Promise but neglect it to the Damage of said Daniel Sixty pounds  
The Plaintiff & the Deft. the three Times called to come into Court  
make Default of appearance here wherefore it is considered by  
the Court that said Daniel do recover against the said said Samuel  
forty nine pounds lawful money Damages & Costs of Suit taxed  
at £ 2. 10s 4d & there of &c  
Exon if Feb. 5<sup>th</sup> 1791

White  
Bolwood &c  
N<sup>o</sup> 40  
Porter at  
Crosbee  
N<sup>o</sup> 41

Charles Porter Esq<sup>r</sup> & William Porter both of Hadley in the County of Hampshire  
shire Shopkeepers Depts vs Joel Croxbee of Hatfield in the same County Esq<sup>r</sup>  
Deft in a Plea of the Case for that said Joel at said Hadley on July 12<sup>th</sup>  
last by his Note for Value rec<sup>d</sup> promised & Charles & William to pay  
them or Order thirteen pounds fifteen shillings lawful money on Demand  
with interest also for that said Joel at said Hadley on Oct. 8<sup>th</sup> last was justly  
indebted to Charles & William in the sum of forty one shilling & ten  
pence lawful money for Goods as sold & delivered to said Joel at his  
Request & yet said Joel the requested has never performed either his  
Promises aforesaid but neglect it to the Damage of said Charles &  
William thirteen pounds - The Plaintiff & the Deft. the cal  
led to come into Court makes Default of appearance here - wherefore  
it is considered by the Court that said Charles & William do recover  
against said Joel fourteen pounds three shillings & eleven pence of  
lawful money Damages & Costs of Suit taxed at £ 10. 3s & there of &c  
Exon if Feb. 14<sup>th</sup> 1791

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> vs John Abner  
Foster of Southwick in the County of Hampshire Esq<sup>r</sup> Foster  
of the Case for that said Abner at Spring field on May 27. 1786 by his Note  
for Value rec<sup>d</sup> promised & William to pay him or Order six pounds five  
shillings lawful money with interest yet said Abner the requested has ne  
ver paid the same but neglect it to the Damage of said William Ten  
pounds - The Plaintiff & the Deft. the three Times publicly called  
to come into Court makes Default of appearance here - wherefore it is  
considered by the Court that said William do recover against the said  
Abner eight pounds of lawful money Damages & Costs of Suit taxed  
at £ 3. 7s 1d & there of &c  
Exon if Feb. 7<sup>th</sup> 1791

Phillips  
Foster  
N<sup>o</sup> 42  
Phillips  
N<sup>o</sup> 43

Phineas Manick of Marston in the County of Hampshire Esq<sup>r</sup> vs Aaron Manick  
of Palmer in the same County Esq<sup>r</sup> Executors of the last Will & Testament of  
the late of Palmer aforesaid deceased Depts vs Samuel Esq<sup>r</sup> of Wokingham in  
the County of Berkshire Esq<sup>r</sup> in a Plea of the Case for that said Samuel at  
Wokingham on Oct. 6. 1785 by his Note for Value rec<sup>d</sup> promised & Samuel  
then alive to pay him or Order nine pounds four shillings & six pence lawful  
money on Demand with interest yet said Samuel the requested has never  
paid the same but neglect it to the Damage of said Phineas & Aaron fifteen  
pounds - The Plaintiff & the Deft. the called makes Default of appearance  
here - wherefore it is considered by the Court that said Phineas & Aaron  
do recover against said Samuel ten pounds lawful money Damages & Costs  
of Suit taxed at £ 1. 17s 6d & there of &c  
Exon if Feb. 7. 1791

Manick &c  
Manick  
N<sup>o</sup> 43







Thomas James Douglass of Westfield in the County of Hampshire Esq. N<sup>o</sup> 44  
Joseph Tucker of the same Westfield Deputy Sheriff Deft in a Plea of the Case for  
that said Joseph of Westfield on December 31<sup>st</sup> last by his Note for Value recd  
promised the Plff to pay him or Order six pounds lawful Money in one  
month - Yet said Joseph has never paid the same but evaded it to the  
Damage of said Thomas Ten pounds The Plff appears & the Deft the three  
Times called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said Thomas do recover against  
said Joseph Four pounds eight shillings & one penny lawful Money Da  
mages & Costs of Suit taxed at £2.6.5 After which the Deft ap  
pears by John Phelps Esq. his Att<sup>y</sup> and appeals from the Judgment of  
the Court to the Supreme Judicial Court to be holden at Northampton in  
2<sup>nd</sup> Term said County of Hampshire on the last Tuesday of April next  
& he recognises with Sureties according to Law for Joseph, prosecuting  
his said Appeal with Effect &c

Silvanus Griswold of Windsor in the County of Hartford & State of Griswold  
Connecticut Yeoman Plff<sup>r</sup> Eliza Carter Esq. of Study in the County of Porter D.  
of Hampshire is Sheriff of said County Deft in a Plea of Trespas on the  
Case as is at large set forth in the Original which on File is The Plff ap  
pears & the Deft the called to come into Court makes Default of Appear  
ance here - Wherefore it is considered by the Court that Silvanus  
do recover against the said Eliza Twenty three pounds eleven shillings  
lawful Money Damages & Costs of Suit taxed at £2.11.11 & thus of &c  
Given in May 19. 1791

Alexander Wolcott of Windsor in the County of Hartford & State of Connecticut  
at Esq. Plff<sup>r</sup> & Oliver Hudson of Westfield in the County of Hampshire Yeoman  
Deft in a Plea that Alexander to him the said Alexander Twelve pounds six  
shillings lawful Money which to him he owes & from him unjustly  
detains &c to the Damage of Alexander Twenty pounds

The Plff appears & the Deft the called to come into Court makes Default  
of Appearance here - Wherefore it is considered by the Court that said  
Alexander do recover against the said Oliver Twelve pounds eight shil  
lings & two pence lawful Money Debt & Costs of Suit taxed at £1.19.9

Whereupon the said Deft by John Phelps Esq. his Att<sup>y</sup> comes into Court and  
appeals from the Judgment of the Court to the Supreme Judicial Court  
to be holden at Northampton in 2<sup>nd</sup> Term said County of Hampshire on the last  
Tuesday of April next, and he recognises with Sureties as the Law directs  
for Lee's prosecuting his said Appeal with Effect &c by said Roger  
Hume on File does appear

William Shepard of Westfield in the County of Hampshire Esq. Shepard D.  
Plff<sup>r</sup> & William Lyman of Northampton in the same County Esq. Deft Lyman D.  
in a Plea of the Case for that said Lyman at Boston OR at Springfield  
on January 3<sup>rd</sup> last was justly indebted to Shepard in the sum of  
Twenty five pounds lawful Money for the Librem there before that Time  
had & recd to the Plff Use & in Consideration thereof & promised upon  
himself & to the Plff promised to pay the same on Demand & yet the  
said Lyman the requested has never paid the same but evaded it  
to the Damage of said Shepard Twenty five pounds - The said Parties  
appear & on the Motion of the Deft for a Continuance it is consider  
ed by the Court that they have Day in Court until the third Tuesday  
of May next

James Cox of Chester in the County of Hampshire Yeoman Plff<sup>r</sup> & Asa Moore  
Moore of Westfield in the same County Yeoman Deft in a Plea  
of the Case for that said Asa & said Chester on November 23<sup>rd</sup> 1789 by  
his Note for Value recd promised said Asa to pay him or his Order  
Ten pounds of M<sup>t</sup> & L<sup>l</sup> before the 15<sup>th</sup> day of October 1790 &c



back from the Subscrib. & said that the requested has never paid the same but  
neglects it to the Damage of said James, & then bounds. The Plf appears &  
the Deft is called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said James do recover against said  
the Temporalty their stallings & expence Lawful Money Damages & Costs of  
suit taxed at L<sup>y</sup> 2. 2. 1. Whereupon the said Doe by John Phelps Esq<sup>r</sup> his  
Att<sup>y</sup> appeals from the Judgment of this Court to the Superior Judicial Court  
to be holden at Northampton in & for the County of Hampshire on the last Tues  
day of April next & he recognizes with sureties for & his prosecuting the  
same to Effect.

Forward  
as  
Wolworth  
N<sup>o</sup> 54.

Dorothy Forward of Southwick in the County of Hampshire Widow Adm<sup>r</sup> on  
the Estate of Elizabeth late of Granville in the County of Hampshire died Plf  
vs Phineas Wolworth of Granville aforesaid Yeoman Deft in & the of  
Courtment wherein she demands against Phineas the Possession of a bond  
forty four of hand lying in Granville aforesaid with the building thereon some  
sit as follows beginning at the North East corner of Job & Letty Land from thence  
running West twenty seven rods & six feet thence South two hundred & eighteen  
rods thence East forty five degrees South to Land of J<sup>r</sup> & Samuel Mather  
thence Northward Mather Land two hundred & fifty eight rods to the first  
mentioned boundary and saith that said Phineas being lawfully seized & poss  
essed of the Demanded Premises in his Demise as of fee by his Deed duly executed  
on Nov<sup>r</sup> 7. 1783 for the Consideration of two hundred pounds bargained sold  
& conveyed the Demanded Premises to Dorothy Forward & sold to her her  
Heirs & assigns forever in fee simple by force whereof Dorothy became  
seized of the same, since when the said Phineas hath entered into Possession  
thereof & depriated the said Dorothy & still holds the same thence to her Da  
mage Three hundred pounds. The Plf appears & the Deft to the time  
is called to come into Court makes Default of Appearance here Wherefore  
it is considered by the Court that said Dorothy do recover seizure Posses  
sion of the Demanded Premises, unless the said Phineas shall in two months  
pay said Dorothy Two hundred & eighty six pound lawful money and  
Costs of which taxed at L<sup>y</sup> 1. 6. 11

Perkins  
as  
Loomis  
N<sup>o</sup> 55

Phineas Perkins of Southwick in the County of Hampshire Gent<sup>l</sup> Plf vs Noah  
Loomis Jun<sup>r</sup> of the same Southwick Yeoman Deft in & the of the Court for  
that said Noah ob said Southwick on March 19<sup>th</sup> 1787 by his Note for Value  
received promised said Phineas to pay him or his Assigns in the Office of  
Town Treasurer for & Town Treasurer's pounds ten shillings & expence in six  
months & yet said Noah the requested has never paid the same but neglects  
it to the Damage of said Phineas Twenty pounds. The Plf appears & the Deft  
is called to come into Court makes Default of Appearance here Wherefore  
it is considered by the Court that said Phineas do recover against the said  
Noah Ten ten pounds eight shillings & ten pence lawful money Damages  
& Costs of which taxed at L<sup>y</sup> 1. 6. 11 & thereof Exempt May 30. 1791

Pourroy  
as  
Fowler  
N<sup>o</sup> 56

Isaac Pourroy of Suffield in the County of Hartford & late of Coosue  
thick Yeoman Plf vs Abner Fowler of Southwick in the County of Hampshire  
Yeoman Deft in & the of the Court for that said Abner ob said Suffield Ord<sup>r</sup> ob  
Southwick on May 6. 1786 by his Note for Value rec<sup>d</sup> promised & bound  
to pay him sixty four pounds seventeen shillings & six pence Lillomys on  
Demand with Interest yet said Abner the requested has never paid the  
same but neglects it to the Damage of & Isaac One hundred pounds. The  
said Parties appear & agree to a Continuance of the Case and it is con  
sidered by the Court that they have Day here in Court until the third Tues  
day of May next



Charles Porter Esq<sup>r</sup> of Hadley in the County of Hampshire & Sheriff of the same  
 County. I sh<sup>d</sup> in March last sent Joseph Tucker Yeoman & others  
 your Yeoman all of Wootfield in the County aforesaid Debt in a Plea that Porter Esq<sup>r</sup>  
 they tender to said Esq<sup>r</sup> One thousand pounds which to him they owed  
 from him verily & claim for his wages the said Martin Topham  
 John on November 27<sup>th</sup> by their certain Writing obligatory sealed with  
 their seals & acknowledged themselves to be held & firmly bound & obliged  
 to said Esq<sup>r</sup> in the Sum of One thousand pounds to be paid him  
 when they should be thereto requested. Yet said Debt have not paid  
 the same but regard it to the Damage of said Esq<sup>r</sup> One thousand pounds  
 The Plea appears & the Debt he called to come into Court make Default  
 of appearance here & ——— But afterwards the said Debt appears & move  
 that this Case may be continued for Judgment to the next Term & it  
 is considered by the Court that this Case be continued for Judgment  
 to the next Term the third Tuesday of May next ———

Matthew Laphin Gent<sup>l</sup> & Nathaniel Loomis Yeoman both of Putnam  
in the County of Hampshire & Adm<sup>r</sup> on the State of New York Loomis late Henry Apple  
of Southwick del<sup>t</sup> & Appellants & Jonas Henry of Plainfield in the  
County aforesaid Yeoman Adm<sup>r</sup> from the judgment of Edw<sup>d</sup> Walker  
Esq<sup>r</sup> Just<sup>l</sup> of the Court in which said case was App<sup>d</sup> & Matthew and  
Nathaniel were Def<sup>t</sup> in a Plea of the Case for that said case at  
Westfield in the County on June last 1784 then Deputy Sheriff did  
at Auction sell one Cow which said Benjamin then in full Life  
bid off at Two pounds & nine shillings lawful money & in Considera-  
tion of said Cow aforesaid on himself & faithfully promised said  
Jonas to pay him & his heirs on Demand & yet Benjamin in his  
Life Time nor his Adm<sup>r</sup> since his Death have ever paid the same  
but neglected it to the Damage of said Jonas Four pounds & — The said  
Parties now appear & agree to a Continuance & And it is consider-  
ed by the Court that they have Day here in Court next the third  
Tuesday of May next

Hannah Mosley of Westfield in the County of Hampshire Wid<sup>ow</sup> Mosley Ex<sup>ecutrix</sup>  
 of the last Will of John Mosley late of Westfield dec<sup>d</sup> P<sup>ro</sup>p<sup>er</sup> 21  
 vs Thomas Willistow of Springfield in the County aforesaid & Walter Dyball a Willistow  
 Plea of the Case for that said Thomas aforesaid Westfield on March 9<sup>th</sup> 1784 A. 59 -  
 by his Note for Value rec<sup>d</sup> of the Testator promised & Hannah to pay her  
 an Excutrix aforesaid & fifteen pounds with Interest & yet Thomas  
 the requested has never paid the same but neglects it to the Damage of  
 said Hannah Thirty pounds - The Parties appear & agree to refer  
 this Case to the Determination of Justice by J<sup>ust</sup>ice Thomas Dwight Esq<sup>r</sup> &  
 John Thing the Award of him or any two of them to be final to be re-  
 turned into this Court & Judgment to be made up & Paid if aub<sup>er</sup>  
 nigh - Whereupon it is considered by the Court that the said Par-  
 ties have Day here in Court untill the third Tuesday of May next

Nathaniel Bates of Granville in the County of Hampshire Gent<sup>r</sup> & J<sup>r</sup> v.  
 Jonah Whistover & Frederick Heave both of Greensboro in the County of York Hired at  
 their Hired Bandmen Defts in a Plea of the Case for that said Jonah & Francis  
 at Greensboro Va at Granville on March 13<sup>th</sup> 1789 by their Note for Value  
 received promised said Nathaniel to pay him or Order Fifty seven pounds  
 lawful Money in a Month at Cash price by June 1<sup>st</sup> then w<sup>th</sup> w<sup>th</sup>  
 Interest, and by their other Note promised said Nathaniel to pay him one  
 pound four shillings lawful Money with Use ~ Yet said Jonah & Francis the  
 requested have never paid either of them but neglected it to the Damage of  
 said Nathaniel Thirty pounds ~ The said Parties appear & on the Motion  
 of the Defts it is considered by the Court that they have Day here in Court  
 until the third Tuesday of May w<sup>th</sup>



Bates  
Haw & al  
N<sup>o</sup> 61  
Nathaniel Bates of Granville in the County of Hampshire Gent<sup>r</sup> Plaintiff  
vs  
Joshua & Francis Shaw both of Exmouth in the County of Berkshire Defendants  
Defth in a Plea of Debt for that said Joshua & Francis a<sup>d</sup> Exmouth Ord<sup>r</sup> ab<sup>t</sup> 5<sup>th</sup>  
Granville on March 13. 1789 by their Note for Value rec<sup>d</sup> promised & Nathaniel  
to pay him on Order thirteen pounds three shillings & three pence in that latter  
at Cash price by June 1<sup>st</sup> 1790 with Interest - Yet said Joshua & Francis the requested  
have never paid the same but neglect it to the Damage of s<sup>d</sup> Nathaniel Thirty pounds  
The said Parties appear & on the Motion of the Defth it is considered by the Court  
that the said Parties have Day here in Court until the third Tuesday of May next

Finch  
Buen  
N<sup>o</sup> 62  
Stephen Finch of Montgomery in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs  
Jesse Owen of Exmouth in the same County Defendant  
Defth in a Plea of the Case for  
that said Samuel a<sup>d</sup> Exmouth in said County on March 5<sup>th</sup> last past by  
his Note for Value rec<sup>d</sup> promised said Stephen to pay him Nine pounds  
ten shillings & six pence worth of Grain by the first day of January three  
next with Interest - Yet said Samuel the requested has never paid the same  
but neglect it to the Damage of said Stephen fifteen pounds -  
The Defth appears & the Defth the called to come into Court makes default  
of appearance here whereon it is considered by the Court that said  
Stephen do recover against said Samuel Nine pounds ten shillings &  
six pence of Law<sup>r</sup> Costs & Damages & Costs of such taxed at £ 2. 8. 6  
After all which the said Samuel by John Phelps of his Att<sup>y</sup> comes into  
Court & appeals from the Judgment of the Court to the Supreme Judicial  
Court to be holden at Northampton in & for the County of Hampshire  
on the last Tuesday of April next & he engages with s<sup>d</sup> Phelps for his pro-  
secuting the same to Effect

Parks &  
Jones &  
N<sup>o</sup> 63  
Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs  
Isaac & John Weston in the County of Wiltshire Gent<sup>r</sup> Defth in a Plea of the  
Case for that said Parks on July 1<sup>st</sup> 1781 was seised of six hundred and  
twelve Gallons of Wine of the Value of five hundred pounds & being so  
possessed thereof at Spring field a<sup>d</sup> Exmouth on the same Day the said Isaac &  
John Weston equally with the said Parks came into the said field &  
there of said Isaac by finding a<sup>d</sup> the said Weston the said Parks the requested but then  
said Parks yet would not deliver him the same the requested but then  
said Parks converted the same to his own Use to the Damage of s<sup>d</sup> Warham Five  
hundred & twenty pounds The Defth appears by Joseph Symes Gent<sup>r</sup> his Att<sup>y</sup>  
and the Defth by Vincent Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & defends & a<sup>d</sup> for the  
same he is not guilty in manner & form as s<sup>d</sup> Warham in his Declaration  
hath alleged & thereof puts himself on the Country & And the said  
Warham likewise does the same - A Jury all this time returned in pan-  
nelled & sworn to try the Issue, delivered upon their Oath that they find the  
Defth is not guilty & And thereupon it is considered by the Court that the  
said Isaac do recover against the said Warham his Costs taxed at  
Two pounds eleven shillings & six pence whereon the said Warham by his Att<sup>y</sup>  
appeals from the Judgment of the Court to the Supreme Judicial Court  
to be holden at Northampton in & for the County of Hampshire on the  
last Tuesday of April next & he engages with s<sup>d</sup> Symes for his pro-  
secuting the same to Effect

Gilbert  
Maxwell  
N<sup>o</sup> 64  
Oliver Gilbert of Worthington in the County of Hampshire Esq<sup>r</sup> Plaintiff  
vs  
Robert Thompson Maxwell of Chesham in the same County Gent<sup>r</sup> Defth in  
a Plea of the Case for that s<sup>d</sup> Thompson at Worthington a<sup>d</sup> Exmouth on April 2<sup>nd</sup>  
last past by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Gilbert to pay him fourteen  
pounds nine shillings & five pence by October 1<sup>st</sup> then next in that latter at  
Cash price - Yet said Thompson the requested has never paid the same but  
neglect it to the Damage of s<sup>d</sup> Gilbert Twenty pounds - The Parties appear  
agrees to a continuance of this Case - And it is considered by the Court  
that they have Day here in Court until the third Tuesday of May next



Ursula Goodwin of Northfield in the County of Hampshire Gent<sup>l</sup> Pl<sup>l</sup> vs.  
Jeth Wain of Northfield aforesaid Defendant in a Plea of the Case for  
that said U<sup>l</sup> at Northfield on the fourteenth day of February 1774 by his Note  
for Value received promised said Ursula to pay him Eighteen pounds lawful  
Money on Demand with Interest till paid. Yet said U<sup>l</sup> has not paid  
but neglected it to the Damage of said Ursula  
Twenty pounds. The Pl<sup>l</sup> appears & the Def<sup>t</sup> has been called to  
come into Court makes Default of appearance here. Wherefore it is con-  
sidered by the Court that said Ursula do recover against the said U<sup>l</sup>  
Thirty six pounds Six shillings & one penny Law<sup>d</sup> Money Damages and  
Costs of which taxed at £ 17.5 & thereof de Exon<sup>o</sup> Feb. 16. 1774.

Goodwin  
vs  
Wain  
N<sup>o</sup> 68

Asy Mary of Conway in the County of Hampshire Blacksmith Pl<sup>l</sup> vs.  
Joseph Pratt of Conway aforesaid Horse Carpenter Def<sup>t</sup> in a Plea of  
the Case for that said Joseph at Conway aforesaid on the 4<sup>th</sup> day of January  
1770 by his Note for Value received promised to pay him  
Eleven pounds Ten shillings on Demand. Yet Joseph has not  
paid but neglected it to the Damage of said Mary  
Twelve pounds. The Pl<sup>l</sup> appears & the Def<sup>t</sup> has been called to  
come into Court makes Default of appearance here. Wherefore it is  
considered by the Court that said Mary do recover against J<sup>l</sup> Joseph  
Ten pounds Six shillings & three pence Law<sup>d</sup> Money Damages & Costs of  
which taxed at £ 11.6 & thereof de Exon<sup>o</sup> Feb. 16. 1774.

Mary  
vs  
Pratt  
N<sup>o</sup> 66

Timothy Lyman of Goshen in the County of Hampshire Gent<sup>l</sup> Pl<sup>l</sup> vs.  
Oliver Lyman of Norwich in the same County Gent<sup>l</sup> Def<sup>t</sup> in a Plea of the  
Case for that said Oliver at said Goshen on October 6<sup>th</sup> 1708 in Consideration  
that said Timothy at the special instance & Request of said Oliver had then before  
that Time kept & depastured for said Oliver divers Mat Cattle Horse & Hogs  
of him the S<sup>r</sup> Oliver according to the Custom annexed to the Work aforesaid on  
himself & promised to pay since so much Money as the same was reason-  
ably worth & the Law<sup>d</sup> Interest on Demand & the Pl<sup>l</sup> says the same was worth  
Twenty pounds &c. Yet the S<sup>r</sup> Oliver has never paid the same but neglected  
it to the Damage of said Timothy Two hundred pounds.

Lyman  
vs  
Lyman  
N<sup>o</sup> 67

The said Parties appear and agree to a Continuance of this Case to the  
next Term And it is considered by the Court that they have Day  
here in Court untill the third Tuesday of May next.

Charles Kidd Yeoman Sarah Kidd single Woman Robert & Ann Olton  
Yeoman & Elizabeth his Wife all of Chesterfield in the County of  
Hampshire Pl<sup>l</sup> vs. Seth Sylvester Gent<sup>l</sup> & Benjamin Perce Yeoman  
both of Chesterfield aforesaid Def<sup>t</sup> in a Plea of the Case wherein  
the Pl<sup>l</sup> complains as is at large set forth in the U<sup>l</sup> in Court de

Kidd & al  
vs  
Sylvester &  
N<sup>o</sup> 68

The said Parties appear and agree to a Continuance of this Case  
and it is considered by the Court that they have Day here in Court  
untill the third Tuesday of May next.

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> Pl<sup>l</sup> vs.  
Ezra Wake of Chester in the County of Hampshire Esq<sup>r</sup> Def<sup>t</sup> in a Plea  
wherein S<sup>r</sup> William demands against S<sup>r</sup> Ezra a Tract of Land with ye  
Appurtenances lying in S<sup>r</sup> Chester Old Lot N<sup>o</sup> 77 in 4<sup>th</sup> parish Division of  
lots in S<sup>r</sup> Town Mountaining one hundred Acres bounded at the South  
West corner of S<sup>r</sup> Lot at the top of S<sup>r</sup> Town running North ten degrees West  
one hundred & fifteen rods to a heap of stones thence East ten degrees  
North to a Peach Tree one hundred & fifteen rods & from thence South  
ten degrees East to a Stake at stones one hundred & fifteen rods distant  
prober the last mentioned boundary & thence West ten degrees South  
one hundred & forty rods to the publick Station which S<sup>r</sup> William claims as

Phillips  
vs  
Wake  
N<sup>o</sup> 69



his flight in and into which S. Glover hath not entry but by D. Wilson by him conveyed  
and without judgment made as to the Damage of said William thereunder at Court  
the 2<sup>d</sup> of June 1788 the Defendant is called to come into Court on the 2<sup>d</sup> of July  
at 10 o'clock here - Therefore it is considered by the Court that the said William do

Warner  
Jackson  
No 70

Isaac Warner of Conway in the County of Hampshire Plaintiff Daniel  
Jackson of Watertown in the County of Middlesex Gent. Deft in a Plea of the  
Case for that the said Daniel at Northampton in the County of Hampshire on Sep<sup>r</sup> 2<sup>d</sup>  
1780 being indebted to the P<sup>l</sup> in the Sum of twenty pounds Law Money for the  
like sum before that time had received to the P<sup>l</sup> and being so in-  
debted S<sup>d</sup> Daniel afterwards the same day at Northampton promised the  
P<sup>l</sup> to pay him the same on Demand - Yet said Daniel tho requested  
has never paid the same but neglects it to the Damage of the P<sup>l</sup> for by  
pounds - The P<sup>l</sup> appears by his Oath to the Court & the Deft by his  
own strong Oath to the Court & defends the same injury whence a for-  
feiture says he never promised in manner & form as set forth in the Declaration  
and therefore puts himself on the Country - And the P<sup>l</sup> answering Liberty  
of prepping anew on the Oath says the foregoing Plea of the Deft is in con-  
flict and that he is not by the Law of the Land bound to answer that  
albeit he is ready to verify wherever for want of a sufficient Plea of  
the Deft prays Judgment - And the said Daniel answering says that the  
Plea aforesaid is sufficient - Whereupon all & singular the matters being  
considered & by the Court understood, it appears to the Court that the Plea  
aforesaid of the said Daniel by him pleaded is a full & sufficient an-  
swer to the Declaration of the said P<sup>l</sup> & that he the P<sup>l</sup> by his Plea  
aforesaid ought to receive Nothing - Therefore it is considered by  
the Court that the P<sup>l</sup> by his Plea aforesaid do receive Nothing but  
that for his groundless claim he be in expens & and that the said  
Daniel do recover against the P<sup>l</sup> his costs taxed at £6.4.3  
Whereupon the said P<sup>l</sup> by his said Oath appeals from the Judgment of the Court to  
the Supreme Judicial Court to be holden at Northampton in & for the County of  
Hampshire on the 2<sup>d</sup> of April next & he recognises with Nathan for  
him prosecuting his said appeal with Oath & by said recognisance on File  
does appear

Thorpel  
Allen  
No 71

Jonathan Thorpel of Cheshirefield in the County of Hampshire Plaintiff  
Solomon Allen late of Northampton in the same County Gent. Deft in  
a Plea of the Case for that said Solomon at Cheshirefield Nov<sup>r</sup> 25. 1783 had  
accounted with said Jonathan of concerning divers Sums of Money be-  
fore that time due owing from said Solomon to S<sup>d</sup> Jonathan & S<sup>d</sup> Solomon  
was found in Arrear thereupon thirteen shillings & 7 in Consideration  
whereof Solomon promised S<sup>d</sup> Jonathan to pay him the same Sum in  
Goods out of the Stores in Northampton on Demand & the P<sup>l</sup> avers he has  
and fourpence sixpence & two pence of said Solomon in part of the  
aforesaid Sum but the P<sup>l</sup> avers of said Sum the demanded the said  
Solomon has not paid but neglects it to the Damage of said Jonathan  
six pounds - The Parties appear & agree to a continuance of the Case  
and it is considered by the Court that they have Day here in Court until  
the third Tuesday of May next

Thing  
Allen  
No 72

Solomon Thing of Northampton in the County of Hampshire Gent. P<sup>l</sup> Solomon  
Allen late of the same Northampton Gent. Deft in a Plea of the Case for that S<sup>d</sup> Solomon  
at Northampton on March 26<sup>th</sup> 1789 by his Note in Value of £100 promised S<sup>d</sup> Solomon  
to pay him on Order Ten pounds eight shillings & eleven pence L<sup>d</sup> on Demand  
with Interest yet S<sup>d</sup> Solomon tho requested has never paid the same but neglects it  
to the Damage of S<sup>d</sup> Solomon the ten pounds - The P<sup>l</sup> appeared the Deft tho called  
to come into Court makes Default of appearance here - Whereupon it is considered  
by the Court that said Solomon do recover against S<sup>d</sup> Solomon Ten pounds eleven  
shillings & ten pence L<sup>d</sup> on Damages & Costs of such taxed at £2.2.7 & things &c



Isaac Warner of Bowney in the County of Hampshire Plaintiff Timothy Jackson of Newton in the County of Devon Defendant  
 Case for that said Timothy a B. with a bill in the County of Hampshire on September 3<sup>d</sup> 1790 being indebted to said Isaac in the sum of twenty pounds lawful money for the like sum of money before that time had received to said Isaac and being so indebted afterwards within said day promised the Plaintiff to pay him the same sum on demand Yet said Timothy the requested has never paid the same but neglects it to the Damage of said Plaintiff Forty pounds

Warner.  
 Jackson  
 No 73

The Plaintiff appears by his Attorney by his Att<sup>y</sup> & the Defendant by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & defends the same & answers the same & for the Plaintiff says he never promised in manner & form as the Plaintiff in his Declaration hath alleged & that of facts himself in the Country & that the Plaintiff's Attorney is not sufficient & that he is not by the Law of this Land bound to answer the same all which he is ready to verify wherefore per want of a sufficient Plea he prays Judgment ~ And the said Timothy consenting thereto says his Plea aforesaid is sufficient ~ Whereupon all & singular the Points being seen & understood by the Court it appears to the Court that the Plea aforesaid of said Timothy is a full & sufficient Answer to the Declaration of said Isaac, & that said Isaac by his Plea aforesaid ought to receive Nothing ~ Therefore it is considered that said Isaac by his Plea aforesaid do receive Nothing but that for his grounds & claim he be in money &c ~ And that said Timothy do recover against said Isaac his Costs taxed at L

Whereupon the said Isaac by his Att<sup>y</sup> aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognises with sureties for said Isaac's prosecuting his said Appeal with Effect &c

William Ward of Wester in the County of Middlesex Plaintiff John Sylverus Ward of Orange in the County of Hampshire Defendant  
 Case for that said Sylverus at Wester Dec<sup>d</sup> at Northampton on Nov<sup>r</sup> 18<sup>th</sup> 1790 by his Note of hand for Value rec<sup>d</sup> promised said William to pay him on Order Twenty pounds four shillings & one penny on Demand with Interest ~ Yet said Sylverus the requested hath not paid the same but neglects it to the Damage of said William Forty pounds  
 The said Parties appear & agree to a Continuance of this Case to the next Term and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Ward  
 Sylverus  
 No 74

Benjamin Bourey of Chertsey in the County of Hampshire Esq<sup>r</sup> Plaintiff Solomon Allen of Northampton in the same County Esq<sup>r</sup> Defendant  
 Case for that said Solomon at Chertsey on November 3<sup>d</sup> 1789 by his Note for Value rec<sup>d</sup> promised the Plaintiff to pay him on Order Four pounds four shillings & eight pence lawful money on Demand with Interest ~ Yet said Solomon the requested has not paid the same but neglects it to the Damage of said Benjamin Ten pounds ~ The Plaintiff appears & the Defendant called to come into Court makes Default of Appearance due wherefore it is considered by the Court that said Benjamin do recover against said Solomon Five pounds one shilling & nine pence &c Damages & costs of which taxed at L & taking & thereof ~ Exec<sup>d</sup> Mar 17<sup>th</sup> 1791

Bourey &  
 Allen  
 No 75







and Year after said the same Paper Security into the hands & Possession of the said Isaac by finding same - now the said Isaac well knowing the same Paper Security to be the Property of the said Maryamb hath not deliv-  
 erd the same to said Maryamb - as to said Joseph Maryamb since their marriage but there afterwards on the twenty third day of October 1790 the same Paper Security to his said Isaac over the said covers to the Damage of said Maryamb Two hundred pounds -

The Parties appear & agree to a Continuance of this Case to the next Term - And it is considered by the Court that they have Day here in Court untill the said Tuesday of May next

William Ashley of Pelham in the County of Hampshire Yeoman Plaintiff vs. Oliver Allen of Shutebury in the same County Husbandman Defendant in a Plea of the Case for that said Oliver at said Pelham on October 30<sup>th</sup> 1789 by his Note for Value received promised said William to pay him on Order Thirty six pounds three shillings & one penny lawd<sup>ly</sup> money on Demand with Interest - Also for that said Oliver at said Pelham on December 15<sup>th</sup> 1790 by his Note for Value rec<sup>d</sup> promised said William to pay him on his Order Twenty seven pounds five shillings & seven pence half penny lawd<sup>ly</sup> money on Demand with Interest - Yet said Oliver the requestd<sup>ly</sup> hath never performed either his said Promises but neglects it to the Damage of said William Eighty pounds - The Plea appears & the Def<sup>t</sup> the three Times called to come into Court makes default of appearance here wherefore it is considered by the Court that the said William do recover against said Oliver Sixty six pounds six shillings & ten pence lawd<sup>ly</sup> money Damages & Costs of Suit taxed at £ 2. 15. 5 - From which Judgment the said Oliver who comes here into Court by William Lyman Esq<sup>r</sup> his Att<sup>y</sup>, appeals to the Superior Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties the said Oliver prosecuting the same to Effect

John Wing of Conway in the County of Hampshire Yeoman Plaintiff vs. Aaron Howe of the same County Blacksmith Defendant in a Plea of the Case for that said Aaron at Conway on January 21<sup>st</sup> last by his Note for Value received promised said John to pay him the Value of nine pounds in Mash Cattle at Cash price within six months - Yet said Aaron the requestd<sup>ly</sup> has never performed his said Promise but neglects it to the Damage of said John fourteen pounds - The said Parties appear & agree to a Continuance of this Case - And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

William Wood & James Smith both of Hinsdale in the County of Windham & State of Vermont Plaintiffs vs. Caleb Tuttle of Northampton in the County of Hampshire Husbandman Defendant in a Plea of the Case for that said Caleb at said Northampton on November 18<sup>th</sup> 1789 by his Note for Value rec<sup>d</sup> promised said William & James to pay them on Order four pounds & six pence in good merchantable Turkeyland Lb<sup>s</sup> & four shillings & six pence by the Cusalt on the first day of May then next - Yet the said Caleb the requestd<sup>ly</sup> has never paid the same but neglects it to the Damage of said William & James Ten pounds - The said Parties appear & agree to a Continuance of this Case to the next Term - And it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Benjamin Jones of Summers Town in the County of Windham & State of Vermont Plaintiff vs. Abner Stoddard of Northampton in the County of Hampshire Esq<sup>r</sup> & later Sheriff of the said County Defendant in a Plea of the Case whereon said Benjamin says that as an Inferior Court of Common Pleas holden at Northampton in & for the County of Hampshire on the second Tuesday of March 1794 he recovered Judgment against one Caleb Dix for the sum of Four pounds & four pence Damages & Two pounds three shillings four pence



both of which lastly awarded on May 20<sup>th</sup> of the same Year he sent out an alias Writ  
of Exon on the same Judgment directed to the Sheriff of P<sup>r</sup> County of Hampshire or  
his Under Sheriff a Deputy - as directed to the said writ to be holden in P<sup>r</sup> County  
as delivered the same to Walter Spenser of Springfield a Deputy Sheriff of P<sup>r</sup> County  
the said Solomon & for whose Default & Nonperformance the said Solomon was then  
chargeable, to be by him the said Walter duly served executed & returned &c  
Notwithstanding P<sup>r</sup> Walter notwithstanding the Duty of his said Office, hath never caused  
the said Writ to be paid to said Benjamin nor return the said Writ of  
Execution to the then exch<sup>r</sup> Court, whereby said Benjamin hath wholly lost the  
Benefit of his P<sup>r</sup> Judgment, to his Damage twenty p<sup>r</sup> cent - The Deft<sup>r</sup> ap  
pears & the Deft<sup>r</sup> counsel moves for a Continuance of the Case to the next Term &  
it is considered by the Court that said Parties have Day here in Court untill  
the third Tuesday of May next

Gilbert  
Barnard  
N<sup>o</sup> 83.

John Gilbert of New Hartford in the County of Litchfield a State of Connecticut  
vs  
Gent<sup>r</sup> P<sup>r</sup> Timothy Barnard Esq<sup>r</sup> of West Springfield in the County of  
Hampshire Gen<sup>r</sup> Deft<sup>r</sup> in a Plea of the Case for that said Timothy obtained a Writ  
of Exon on September 23<sup>rd</sup> 1789 by his Note for Value and promised  
said John to pay him Nine pounds Law Money in one month with Lawful  
Interest - And also for that P<sup>r</sup> Timothy on the Day Year aforesaid by his other  
Note for Value and promised P<sup>r</sup> John to pay him One pound eight p<sup>r</sup> cent  
with eight p<sup>r</sup> cent Law Money in one month from the Date thereof - Yet  
said Timothy the aforesaid hath not paid the same Subsequently to the Da  
mage of said John fifteen p<sup>r</sup> cent - The Deft<sup>r</sup> appears & the Deft<sup>r</sup> the same  
Times publicly called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that said John do recover a  
gainst the said Timothy Eleven pounds sixteen shillings & Lawful  
Money Damages & Cost of Suit taxed at L<sup>r</sup> 12<sup>/-</sup> 9<sup>/-</sup> - After all which  
the said Timothy by Motion Plea & his Att<sup>r</sup> comes into Court & appeals  
from the Judgment of this Court to the Supreme Judicial Court to be  
holden at Northampton in the County of Hampshire on the last  
Tuesday of April next & he recognises with Sureties that Timothy  
prosecuting the same to Effect

Northampton

Barnard &  
N<sup>o</sup> 84.

John Worthington of Springfield in the County of Hampshire Esq<sup>r</sup>  
vs  
Deft<sup>r</sup> as Joseph Barnard Esq<sup>r</sup> & Samuel Barnard Esq<sup>r</sup> both of New  
Hampshire Deft<sup>r</sup> in a Plea of the Case for that said Joseph Barnard late  
of said Deerfield deceased Deft<sup>r</sup> in a Plea of the Case for that said John  
humbly shews that by the Consideration of the Justice of this Court at  
a former Term he received Judgments against the Deft<sup>r</sup> in their said  
Capacity for the sum of One hundred eighty four pounds fifteen shillings  
L<sup>r</sup> 184<sup>/-</sup> 15<sup>/-</sup> Damages & twenty six shillings & 3 p<sup>r</sup> cent of which that he sent  
out a Writ of Execution on P<sup>r</sup> Judgments & committed the same to the  
Sheriff to whom the same was directed, who returned the same in Writ  
ing that he had made search for the Estate of said Joseph the testator  
but could find none & had also demanded of the said Adam<sup>r</sup> to  
show him the Estate of said Joseph the testator whom to levy the same  
Execution but they refused wherefore he returned the same wholly unsat  
isfied - And the P<sup>r</sup> had also suggests that said Adam<sup>r</sup> have wasted the  
Goods & Estate of the said Joseph the testator to the Value of the Damages  
& Costs & prays Therefore &c And whereupon it was commanded the  
Sheriff to summon the said Deft<sup>r</sup> that they should be here at this Term  
to shew Cause why Execution ought not to be adjudged & awarded against  
them their own proper Goods & Estate to the Value of the Damages & Costs and  
for Want of Goods & Estate against their bodies &c - The Deft<sup>r</sup> appears &  
the Deft<sup>r</sup> the called to come into Court makes Default of Appearance here Where  
fore it is considered by the Court that said John do recover against the Deft<sup>r</sup> &  
Samuel One hundred & ninety nine pounds one shilling eight p<sup>r</sup> cent & Damages  
& Costs of Suit taxed at L<sup>r</sup> 12<sup>/-</sup> 9<sup>/-</sup> & there of &c  
Exec<sup>r</sup> if Mar 2 1791



Jeremiah Chapin of Granby in the County of Hampshire Husband in  
 vs Stephen Chapin of Granby aforesaid His Husbandman Deft in a Plea of the Case  
 for that said Stephen aforesaid Springfield on October 31<sup>st</sup> 1765 by his Att<sup>y</sup> J Chapin  
 for Value rec<sup>d</sup> pronounced said Jeremiah to pay him Thirty four pounds & Chapin  
 twelve shillings & four pence with the Interest in the following manner  
 Ten pounds to be paid within two Years from the Date, Ten pounds more  
 to be paid within three Years from the Date of said Note & the remainder of  
 said Note to be paid abov<sup>e</sup> before the last Day of October 1769 - Y<sup>e</sup>l  
 said Stephen the requested has never paid the same but neglects it  
 to the Damage of said Jeremiah One hundred pounds - The said  
 Parties appear by their Att<sup>y</sup> & agree to refer this Case to the Determination  
 of Thomas Robbins & Lemuel Robbins & Eli Dickinson, the Award of  
 them or any two of them to be final to be returned into the Court Judgment  
 to be made up & Execution issued accordingly - Where said Agreement  
 of said Parties is made a Rule of the Court & it is considered that they  
 have Day here in Court until the third Tuesday of May next -

Jonathan Simpson late of Boston in the County of Suffolk Esq<sup>r</sup> vs  
 as Charles Day of W<sup>h</sup> Springfield in the County of Hampshire Plaintiff  
 Deft in a Plea for that the under said Simpson seven pounds four shil  
 lings lawf<sup>y</sup> Money which to him he owes & from him unjustly detains &  
 whereon s<sup>d</sup> Jonathan says that at the Superior Court of Common Pleas  
 holden at Springfield on the last Tuesday of August 1773 he recovered  
 Judgment against said Charles for s<sup>d</sup> Damages & Costs of Suit  
 which Judgment yet remains in full Force notwithstanding a writ of  
 Habeas Corpus the requested has never paid the same but neglects it  
 to the Damage of s<sup>d</sup> Jonathan Twenty pounds - The s<sup>d</sup> Parties &  
 the Deft<sup>s</sup> the three Times called to come into Court make default of ap  
 pearance here Wherefore it is considered by the Court that the said  
 Jonathan do recover against the said Charles Fourteen pounds  
 eleven shillings & four pence lawf<sup>y</sup> Money Debt & Costs of Suit taxed at  
 £2.13.11 & thereof - Exec<sup>u</sup> on 4<sup>th</sup> Feb 1779

John Morgan of Springfield in the County of Hampshire Plaintiff vs  
 as Peter Bigelow of Buttrick in the same County Inver  
 App<sup>l</sup> from the Judgment of Mr. J. C. Esq<sup>r</sup> Just<sup>ice</sup> in which Case the  
 said John was Plaintiff & the Deft in a Plea of the Case for that said Peter  
 aforesaid on Jan<sup>y</sup> 4<sup>th</sup> 1791 was justly indebted to said John in the Sum  
 of twenty three shillings & 8<sup>th</sup> p<sup>ts</sup> to balance book accounts & in Consider  
 ation thereof then & there promised said John to pay him the same  
 when he should be required Y<sup>e</sup>l s<sup>d</sup> Peter the requested has never paid  
 the same but neglects it to the Damage of said John four pounds -  
 The s<sup>d</sup> Parties appear by their Att<sup>y</sup> & agree to refer this Case to the Determination  
 of John Barker, the Award of them or any two of them to be final to be  
 returned into the Court Judgment to be made up & Execution issued  
 accordingly - Where said Agreement of the said Parties is made a  
 Rule of the Court & it is considered by the Court that they have  
 Day here in Court until the third Tuesday of May next -

John Morgan of Springfield in the County of Hampshire Plaintiff vs  
 as Elijah Hough of Buttrick in the same County Inver  
 App<sup>l</sup> from the Judgment of Mr. J. C. Esq<sup>r</sup> Just<sup>ice</sup> in which Case s<sup>d</sup> John was  
 Plaintiff & s<sup>d</sup> Elijah Deft in a Plea of the Case for that s<sup>d</sup> Elijah aforesaid  
 on January 4<sup>th</sup> 1791 was indebted to said John in the Sum of one  
 pound fifteen shillings & four pence lawf<sup>y</sup> Money & Interest to balance  
 book accounts, in Consideration thereof said Elijah then & there pro  
 mised s<sup>d</sup> John to pay him the same whenever he should be there re  
 quired



Yet said & signed the usual last words and paid the same but brought it to  
the Damage of said & John Four pounds. The said Parties appear on the  
motion of the Appeller, it is considered by the Court that they have Day here in  
Court until the third Tuesday of May next.

Shear  
Hale & al  
N<sup>o</sup> 09  
Joseph & David of Palmer in the County of Hampshire John<sup>n</sup> Papp  
Paul Hale Thomas & Paul Hale Jun<sup>r</sup> Thomas both of the County of Hampshire in  
the County of Hampshire Debt in a Plea as is at large set forth in the Writ  
on File &c. The P<sup>l</sup> being three times called is thereunto the Def<sup>t</sup> defaulting  
& the action is dismissed.

Parsons  
Chapin  
N<sup>o</sup> 90  
Oliver Parsons of Haverhill in the County of Hampshire Blacksmith P<sup>l</sup>  
& William Chapin of Springfield in the same County Gent<sup>l</sup> Debt in a  
Plea of the Case wherein the said Oliver Parsons complains &c. as is at large set forth  
in the Writ on File &c. The P<sup>l</sup> appears by John Hooker Esq<sup>r</sup> his Att<sup>y</sup>  
& the Def<sup>t</sup> by Abijah Papp Esq<sup>r</sup> his Att<sup>y</sup> comes & defends the same and in  
jury when & John Papp says he is not guilty in manner & form as  
the P<sup>l</sup> hath alleged & that of puts himself on the Country & and the  
P<sup>l</sup> likewise. A Jury at this time returned in a verdict accord  
ing to Law & being sworn to try the same declare upon their Oath that they  
find the Def<sup>t</sup> guilty & assess Damages for the P<sup>l</sup> at thirty shillings  
and thereupon it is considered by the Court that the said Oliver Parsons do recover  
against the said William Chapin thirty shillings of lawful Money Damages and  
Costs of Court in part to wit twenty shillings. Whereupon the said Oliver  
by his said Att<sup>y</sup> appeals from the Judgment of this Court to the Supreme  
Judicial Court to be holden at Northampton in & for the County of Hamp<sup>sh</sup>  
on the last Tuesday of April next and he agrees with the said Oliver  
unto Law for & Oliver prosecuting his said Appeal with Officers.

Dwight  
Thompson  
N<sup>o</sup> 91  
Jonathan Dwight of Springfield in the County of Hampshire Bank<sup>r</sup>  
P<sup>l</sup> vs Benjamin Thompson Esq<sup>r</sup> of Berkshire in the County of Berkshire Gent<sup>l</sup> Debt  
in a Plea of the Case for that said Benjamin said Springfield on September  
2<sup>d</sup> 1789 by his certain Writing under his hand & seal acknowledged he had  
borrowed & received of said Jonathan the sum of two hundred & sixteen  
Dollars & sixty eight Cents in the public Notes called, final Settlements  
on which Interest was due from December 31<sup>st</sup> 1784 & that by promise  
said Dwight to return or pay to him the same Notes or Others of  
equal Value on Demand & yet Benjamin Thompson the requested has never  
paid the same or any other of equal Value to that Damage of said  
Jonathan two hundred pounds. The P<sup>l</sup> appears & the Def<sup>t</sup> two  
called to come into Court makes Default of Appearance here.  
After which the P<sup>l</sup> appears by his Att<sup>y</sup> & the said Parties agree that  
the Case be continued for Judgment to the next Term & and it is con  
sidered by the Court that they have Day here in Court until the third Tues  
day of May next.

Stebbins  
Hawwood  
N<sup>o</sup> 92  
Lebens Stebbins of Springfield in the County of Hampshire Shopkeeper  
P<sup>l</sup> vs Francis Hawwood of Westhampton in the same County Physician  
& Ralph Whiteland of Norwich in the County of Norwich Debt in a Plea  
of the Case for that said Francis & Ralph at Norwich on the last Day  
of October last being justly indebted to the P<sup>l</sup> in the sum of one hundred  
and pounds then then shillings & pence, never having given any  
to ballance Bookkeepers &c. in Consideration thereof a promise on their  
selves a promise & the P<sup>l</sup> to pay him the same sum on Demand.  
Yet said Def<sup>t</sup> the requested have never paid the same but neglects it  
to the Damage of said Lebens One hundred & twenty pounds. The P<sup>l</sup>



appears and the Deft the then James called to come into Court make Default of  
Appearance here wherefore it is considered by the Court that said Deft. to  
recover against S. Francis & Ralphs but hundred pounds thirteen shillings  
& three pence halfpenny lawf money Damages & Costs of Suit taxed at  
One pound thirteen shillings & nine pence & thereof he gave up mar 25. 1791

Superior App<sup>r</sup>

Jonathan Howard of Blanford in the County of Hampshire Yeoman  
Appell<sup>r</sup> vs. William Wallingshaw of the same Blanford Trader App<sup>l</sup>. Wallingshaw  
from the Judgment of Edward Walker Esq<sup>r</sup> Just<sup>ice</sup> in which  
Case the S<sup>r</sup> William was J<sup>udge</sup> & Jonathan Deft in a Plea of the Case  
per that said Jonathan abt<sup>r</sup> Blanford on February last A.D. 1796  
was indebted to said William in the Sum of twenty three shillings  
lawful money for divers Goods then before that Time sold & in Court  
creation thereof said Jonathan promised S<sup>r</sup> William to pay him said  
Sum on Demand & yet said Jonathan the requested hereafter paid  
the same but neglects it to the Damage of said William four pence

N<sup>o</sup> 93-

The Appellant appears & the Appellee being called to come into Court  
is Nonsumit — And thereupon it is considered by the Court that  
the said Jonathan do recover against said William his Costs taxed at  
One pound seven shillings & one penny & thereof he gave up Sept 8. 1791

Joseph Miller of Ludlow in the County of Shropshire Gent<sup>l</sup> & J<sup>udge</sup> Miller  
vs. Matthew Clark of Wetherbury in the same County Yeoman Deft<sup>r</sup>  
in a Plea as is at large set forth in the Writ on File & in Clark  
The Deft being there Time call<sup>d</sup> is Nonsumit the Deft<sup>r</sup> of faulted  
a the Action is dismissed N<sup>o</sup> 94

David Burk of Long Meadow in the County of Hampshire Gent<sup>l</sup> Bankrupt Admin<sup>r</sup>  
William Sheldon of Springfield in S<sup>r</sup> County of Hampshire & Lucy Colthamphire ad  
torn of said Long Meadow Widow Admin<sup>r</sup> on Estate of Samuel Colton  
late of S<sup>r</sup> Long Meadow dec<sup>d</sup> Deft<sup>r</sup> vs. S<sup>r</sup> S<sup>r</sup> Colthamphire late of Mon  
ton in the County of said Yeoman according Debtor & Daniel  
Burk of Monson of said S<sup>r</sup> Esq<sup>r</sup> Factor or Trustee to said S<sup>r</sup>  
Deft<sup>r</sup> in a Plea & per that said S<sup>r</sup> at Springfield on December 2<sup>nd</sup>  
A.D. 1794 was justly indebted to said Samuel then alive in the Sum  
of five pounds one shilling lawf money for sundry Goods &c by said  
Samuel to said S<sup>r</sup> sold & deliver<sup>d</sup> & being so indebted said S<sup>r</sup>  
then & there promised S<sup>r</sup> Samuel to pay him the same Sum on De  
mand with lawf Interest for the same till paid yet said S<sup>r</sup> the  
requested has never paid the same to said Samuel in no S<sup>r</sup> Time  
to the said Admin<sup>r</sup> view his Decease but neglects it & hath absconded  
& with drawn himself out of the Court now & then The Deft<sup>r</sup>  
appears & the said Daniel also comes there into Court & being  
sworn as the Statute in such Case provided directs, and being asked  
in Court whether he had at the Time of the Service of the Writ any  
Goods Effects or Credits of S<sup>r</sup> S<sup>r</sup> in his hands & answereth Yes & gave  
him two Notes of hand given on or about the 25<sup>th</sup> day of August 1787  
each of them Ten pounds lawf worth of live stock payable in the  
Fall of the Year 1790 one of them upon Interest one Year before it is  
only the exact Times I do not recollect upon one of them I  
have paid four pounds nine shillings & five pence & the Balance of  
said Notes still remains due & unpaid — And being asked whether he  
had other Goods Effects or Credits of said S<sup>r</sup> he answereth No

N<sup>o</sup> 95

Thereupon it is considered by the Court that this Case be continued to the  
next Term of the Court the third Tuesday of May next



Drunk  
at  
N<sup>o</sup> 96

Eugenia Drunk of Winchester in the County of Cheshire & late of New Hampshire  
Highwoman Plaintiff John Usher late of Greenfield in the County of Hampshire  
Husbandman &c. Defendant  
In a Plea of Debt for that said Usher & Usher at said Springfield on February 8<sup>th</sup> 1789  
by their Note for Value received promised that they should pay her or Order Four  
pounds seven shillings & seven pence L<sup>ns</sup> & the Usher on May 15<sup>th</sup> then  
next yet said Usher & Usher the requested have never paid the same  
but neglected it to the Damage of said Eugenia Twelve pounds &c The  
Pliff appears & the Deflt the called to come into Court make Default of appearance  
here & wherefore it is considered by the Court that said Eugenia do  
recover against the said John Usher Five pounds three shillings & three  
pence of Law & Money Damages & Costs of Suit taxed at £ 2. 1. 4 & then of  
Exon<sup>o</sup> Feb. 15. 1791.

Proprietors of  
Barnardston  
N<sup>o</sup> 97

The Proprietors of the Township of Barnardston in the County of Hamp  
shire Plffs v. Samuel Turner of Barnardston aforesaid Plaintiff  
in a Plea of Trespass for that said Turner at Barnardston aforesaid on  
January 1<sup>st</sup> 1787 & on divers other Days with Force & Arms entered the  
Close of the Plffs being lots of land laid out to satisfy the Draught of  
200 = 153 = 142 = 109 x 168 bounded beginning at the West Line to  
76 3<sup>rd</sup> Division 40 rods North of the Southwesh Corner of Lot 1076 3<sup>rd</sup> Divi  
ion from thence running 100 rods West then North 205 rods then  
East 100 to the West Line & N<sup>o</sup> 125 3<sup>rd</sup> Division then South on N<sup>o</sup> 125  
and 76 - 3<sup>rd</sup> Division 208 rods to the Substantion'd Corner & thence there  
cut down & carried away & converted to his own Use 100 Chestnut Trees  
of the Value of three shillings L<sup>ns</sup> each & 100 Oak Trees of the Value of three  
shillings L<sup>ns</sup> each & other Encumbrances then & there did against the Peace  
to the Damage of said Proprietors fifty pounds The Plff appears  
& the Deflt the called to come into Court makes Default of appearance  
here & and it is considered by the Court that this Case be continued  
for Judgment to the next Term the 1<sup>st</sup> of Tuesday of May next

Gragg  
v  
Proctor  
N<sup>o</sup> 98

Samuel Gragg of Peterborough in the County of Hillsboro & late of  
New Hampshire Plaintiff Peter Proctor of Lynden in the County  
of Hampshire Husbandman Deflt in a Plea of Debt for that & Samuel  
at Hanover in the County of Hampshire on June 11<sup>th</sup> 1787 before me  
Jad Power Esq. Just. Pac. received Judgment against Proctor for the  
Sum of £ 5. 10. 3 Damages & 18/1 Costs of Suit which Judgment is still  
in Force & is not yet satisfied yet said Proctor the requested has  
never paid the same but neglected it to the Damage of said Samuel Twelve  
pounds The Plff appears & the Deflt the called to come into Court ma  
kes Default of appearance here & wherefore it is considered by the Court  
that said Samuel do recover against said Peter Seven pounds seven  
shillings & eleven pence L<sup>ns</sup> & the Damages & Costs of Suit taxed at  
£ 2. 1. 3 & then of &c  
Exon<sup>o</sup> Feb. 15. 1791.

Lawrence  
v  
Boyd  
N<sup>o</sup> 99

Bray Lawrence of Claremont in the County of Cheshire & late of New  
Hampshire Plaintiff v. Samuel Boyd late of Northfield in the  
County of Hampshire Plaintiff an attorney at Law & Esquire at  
Northfield aforesaid the Defendant Agent & Trustee of the said Samuel Boyd  
in a Plea of Debt for that the said Boyd at Northfield aforesaid on Aug<sup>r</sup> 29<sup>th</sup>  
1780 by his Note for Value received promised & promised to pay him  
or Order Nine pounds Law & Money by the first day of December then next  
yet said Boyd the requested has never paid the same & hath absconded & run  
to the Damage of said Plaintiff five ten pounds The Plff appears &  
the said Eliza was with her into Court & and being sworn as the Statute in  
such Case provided directs & being on his Oath asked whether the Time of



the Service of the Summons upon him any Goods, Effects & Credits of the said  
Lennal in his hands - answered - sometimes in the Year 1789 as near  
as I can now remember I sold a piece of Land in North field to Boye  
containing about 30 Acres for about four Dollars arrears for which  
I received five or six pounds in part payment but I cannot recollect  
but the sum certainly & that he has been in Office ever since - and  
being asked Have you given him any Bond or Security for a Debt?  
Made answer - No but have always been ready to do so or to give him  
a Debt on his paying me the Remains of the Money  
and therefore it is considered by the Court, that said Lennal do recover against  
the said Benjamin his Costs taxed at Three shillings & six pence - and  
that the said Parties have Day here in Court until the third Tuesday of May  
next

Jonathan Shepard of Blanford in the County of Hampshire Yeoman <sup>Appell.</sup> <sup>vs</sup> <sup>Def.</sup>  
William Hiscot of Whitcheld in the same County Yeoman  
Appellee from the Judgment of Samuel Fowler Esq. J. C. in which  
case said William was Plaintiff and Jonathan Defendant in a Plea of the N.º 100  
case for that said Jonathan & said Whitcheld on September last A.D.  
1780 was justly indebted to the Plaintiff in the sum of eighteen shillings  
lawful Money for Work & labour then & there done & performed  
at the request of said Jonathan in consideration whereof said Jonathan pro  
mised to pay him the same when on Demand & yet said Jonathan  
the request has never paid the same but neglected it to the Damage of  
said William four pounds - The said William now appears & the  
said Jonathan has called to come into Court makes Default of Ap  
pearance here - Wherefore it is considered by the Court that said William  
do recover against the said Jonathan Three pounds two shillings & ten pence  
of lawful Money Damages & Costs of which taxed at £ 11 11 11 a third part  
Exon. Feb. 7. 1791 -

Thos. Steningway of Westhampton in the County of Hampshire Yeoman <sup>Appell.</sup> <sup>vs</sup> <sup>Def.</sup>  
Joseph Morgan Esq. of Boringdean in the same County  
Yeoman otherwise called Carpenter Defendant in a Plea of the case for that said Morgan  
said Joseph & said Boringdean on February 17. 1790 by his Note for  
Value received promised said Steningway to pay him on Order Four pounds  
ten shillings in Real Stock by the tenth of September then next & yet  
said Joseph the request has never paid the same but neglected it to the Da  
mage of said Steningway Ten pounds - The Plaintiff appears & the Defendant  
three Times publicly called to come into Court makes Default of Ap  
pearance here - Wherefore it is considered by the Court that the said  
Steningway do recover against the said Joseph Four pounds fifteen shil  
lings & two pence lawful Money Damages & Costs of which taxed at £ 11 11 11  
a third part

Shor. Lyman of Norwich in the County of Hampshire Gentleman <sup>Appell.</sup> <sup>vs</sup> <sup>Def.</sup>  
Benjamin Pomeroy of Williamburgh in the County of Hampshire Gentleman  
Yeoman Executor of the Est. Will. of Josiah Pomeroy late of said  
Williamburgh dec'd Defendant in a Plea of the case for that said Josiah  
at said Williamburgh on March 28<sup>th</sup> 1781 then living being justly  
indebted to said Shor in the sum of five pounds lawful Money for  
so much Money had & received to the Plaintiff & in consideration  
thereof said Josiah promised the Plaintiff to pay him the same with Interest on  
Demand & yet the said Josiah in his life time nor said Benjamin since  
the Death of said Josiah the request has never paid the same but neglected  
it to the Damage of said Shor Twelve pounds - Thus Parties appear  
and agree to a Continuance of this Case to the next Term and it is  
considered by the Court that they have Day here in Court until  
the third Tuesday of May next



Danielson Timothy Danielson of Barnfield in the County of Hampshire Plff vs  
Hobbs John Hobbs of Barnfield in the County of Hampshire Plff vs  
N<sup>o</sup> 103 Deft abidams vs al Barnfield aforesaid on November 21<sup>st</sup> 1788 by  
their Note for Value recd promised Timothy to pay him Twenty seven  
pounds eleven shillings and Money within five months with Interest  
af<sup>r</sup> said Deft the requested there with paid the same but negl<sup>ect</sup>ed  
to the Damage of said Timothy Forty pounds The Plff appears & the  
Deft the three times called to come into Court make Default of appearance  
since here Wherefore it is considered by the Court that said Timothy  
do recover against said Deft Thirty one pounds two shillings & eight  
pence halfpenny Money Damages & Costs of such taxed at 1<sup>l</sup> 17<sup>s</sup> 5<sup>d</sup> & the  
De. Dec<sup>r</sup> 25<sup>th</sup> 1791

Williams Esqr Williams of Barnfield in the County of Hampshire Plff vs  
Barnard Esqr Williams Barnard of the same Barnfield Trader an absconding  
N<sup>o</sup> 104 Debtor & Ruben Bardwell of said Barnfield Yeoman Attorney for  
his Agent & Trustee to said William Deft in a Plea of the Case for  
that said William & said Barnard on November 11<sup>th</sup> 1789 by his  
Note for Value recd promised said Esqr to pay him on Order Seven  
pounds fourteen shillings by the first day of May then next with  
Interest & af<sup>r</sup> said William the requested has never paid the same but ne  
glects it to the Damage of said Esqr Fifteen pounds & 6<sup>d</sup> the same that  
that said William is an absconding Debtor & said Ruben is his Att<sup>r</sup>  
The Plff appears by Esqr Williams Gent<sup>l</sup> his Att<sup>r</sup> and it is considered  
by the Court that this Case be continued to the next Term the third  
day of May next

Williams Esqr John Williams Esqr & Benjamin Isaac Cooper both of Barnfield in said  
N<sup>o</sup> 105 County Plff vs William Barnard late of the same Barnfield Trader an absconding  
same Debtor & Ruben Bardwell of said Barnfield Yeoman Attorney for  
his Agent & Trustee to said William Deft in a Plea of the Case for  
that said William & said Barnard on October 11<sup>th</sup> 1790 was justly  
indebted to said John & Benjamin in the sum of four pounds & six  
shillings halfpenny for Goods sold by the Plff to said William  
& in consideration thereof, promised the Plff to pay them the same on  
Demand & yet the said William the requested has never performed his  
Promise but neglects it to the Damage of the Plffs six pounds & the  
appears and it is considered by the Court that this Case be continued to the  
next Term the third Tuesday of May next

Hawks Paul Hawks of Barnfield in the County of Hampshire Plff vs  
N<sup>o</sup> 106 William Barnard late of the same Barnfield Trader an absconding Debtor & Ruben  
same Bardwell of the same Barnfield Yeoman Attorney for his Agent & Trustee to said William Deft in a  
Plea of the Case for that said William & said Barnard on January 1<sup>st</sup> 1790  
was indebted to said Paul in the sum of fourteen pounds & ten shillings  
halfpenny for four skins before that time sold & delivered & in consideration  
thereof said William then & there promised said Paul to pay him the same  
by the first day of April then next & yet said William the requested has never  
paid the same but neglects it to the Damage of said Paul sixteen pounds & has  
absconded & The Plff appears & it is considered by the Court that this Case  
be continued to the next Term the third Tuesday of May next

Webb Joseph Webb of Barnfield in the County of Hampshire Plff vs  
N<sup>o</sup> 107 William Barnard of the same Barnfield Trader an absconding Debtor and  
same Ruben Bardwell of the same Barnfield Yeoman Attorney for his Agent & Trustee to said William Deft in a  
Plea of the Case for that said William & said Barnard aforesaid on February 9<sup>th</sup> 1790  
by his Note for Value recd promised the said Joseph to pay him eleven pounds  
one shilling & one penny on Demand & yet said William  
the requested has never paid the same but neglects it to the Damage of  
said Joseph Fifteen pounds & has absconded & The Plff appears and it



is considered by the Court that this can be continued to the next Term the third Tuesday of May next.

267

Joseph Hethers of Deerfield in the County of Hampshire Esq. Plaintiff William Barnard of the same Deerfield Trader and absconding Debtor & Ruben Bardwell of said Deerfield Trader Agents to said William Hethers in a Plea of the Case per that said William at Deerfield on July 7<sup>th</sup> 1790 by his Note for Value rec'd promised & promised said Joseph to pay him Fifty eight pounds L.M. by the first day of September then next & had also unjustly indebted to the Plaintiff the sum of Five pounds fifteen shillings for the said Debt's sold & delivered the Plaintiff in consideration whereof said William promised to pay him the same on Demand & yet said William the requested has never paid the same but neglects it to the Damage of said Joseph eighty pounds & has absconded & is not to be found. The Plaintiff appears and it is considered by the Court that this can be continued to the next Term the third Tuesday of May next.

Peabody Esq.  
Barnard &  
No. 108

Asaah Wright Esq. of Deerfield in the County of Hampshire Plaintiff William Barnard late of Deerfield Trader and absconding Debtor & Ruben Bardwell of the same Deerfield Trader Agents to said William Wright in a Plea of the Case per that said William at said Deerfield on April 29<sup>th</sup> 1790 by his Note for Value rec'd promised said Asaah to pay him Six pounds eleven shillings by the first day of July then next. Yet said William the requested has never paid the same but neglects it to the Damage of said Asaah Ten pounds & has absconded & is not to be found. The Plaintiff appears and it is considered by the Court that this can be continued to the next Term the third Tuesday of May next.

Wright Esq.  
Barnard  
No. 109

John Clark the fourth of Coterain in the County of Hampshire Plaintiff William Barnard late of Deerfield in the County of Hampshire Trader and absconding Debtor & Ruben Bardwell of the same Deerfield Trader Agents to said John Clark in a Plea of the Case per that said William at Coterain aforesaid on June 26<sup>th</sup> 1790 by his Note for Value rec'd promised said John to pay him Nineteen pounds L.M. on half in three Weeks & the remainder in two months & yet said William the requested hath never paid the same but neglects it to the Damage of said John fifteen pounds and has absconded & is not to be found.

Clark Esq.  
Barnard  
No. 110

The Plaintiff appears and John Bardwell one of the Agents aforesaid also comes into Court and being sworn as the Statute in such Cases provided directs and being thereupon asked Had you at the Time of the Service of the original Summons on you any Goods Effects or Cattle of the said William Barnard in your hands? - Answered

On or about the 30<sup>th</sup> of August A.D. 1790 I gave the said William a Note of hand for the sum of about the sum of Nine pounds fourteen shillings & five pence payable the first day of September A.D. 1792 in Buxton at Cash prior to be delivered at said Barnard's Store in Deerfield & on Intimation from the Date of said Note the whole of which is due, out of which I shall deduct for my Travel & Attendance to answer in this Action the sum of fifteen shillings viz, for 80 miles Travel 12s 2d and 3/4. And thereupon it is considered by the Court that this can be continued to the next Term the third Tuesday of May next.

Eliza Hanson of Belburne in the County of Hampshire Plaintiff & Deputy Sheriff of the County of Hampshire Defendant in a Plea of the Case per that said Eliza Hanson on September 23<sup>rd</sup> 1790 with forced arms One Ox of the Price of six pounds One Bull of the Price of three pounds One Sheep each of the Age of two Years of the Price of fifteen pence two Yearlings of the Price

Hanson Esq.  
Deputy Sheriff  
No. 111



found, & five Yearling Calfs of the Price of Eight pounds of them 3 Eliza-  
strengend took & carried away and other Damages then & there did against  
the Peace & to the Damage of said John Forty pounds - The said Parties  
appear & agree to a Continuance of this Case to the next Term & it is consid-  
ered by the Court that they have Day here in Court untill the third Tuesday  
of May next

Tuttle  
White  
No 112

Caleb Tuttle of Northampton in the County of Hampshire Yeoman Plaintiff  
Edward White of West Springfield in the same County Yeoman Defendant in a  
Plea of Trespass for that said Edward at West Springfield on September  
29th A.D. 1790 with some others two thousand feet of White pine Board  
of the Value of three pounds ten shillings one thousand feet of two Inch  
white pine plank of the Value of three pounds ten shillings and three  
hundred feet of sawed clapboards of the Value of fifteen shillings of him  
the said Caleb & Edward then & there took & carried away & other  
Damages on him the said Caleb then & there committed against the Peace  
& to the Damage of said Caleb Ten pounds - The said Parties appear &  
agree to refer this Case to the Judgment & Determination of Justice Ely  
Esq. Judge of the Court of the County of Hampshire, the Award of him or any two  
of them to be final to be returned into the Court Judgment to be made  
up and Execution issued accordingly Which Agreement of the said Parties  
is made a Rule of this Court, and it is considered that they have Day  
here in Court untill the third Tuesday of May next

Marble  
Billings  
No 113

Jacob Marble of Greenfield in the County of Hampshire Trader Plaintiff  
Edward Billings of the same Greenfield, Physician Defendant in a Plea of the  
Case for not paying divers sum of Money as is at large set forth in  
the Writ on file do to the Damage of said Jacob One hundred pounds  
The Plaintiff appears & the Defendant the three Times publicly called to come into Court  
makes Default of appearance here Wherefore it is considered by the  
Court that said Jacob do recover against the said Edward Sixty one pounds  
seven shillings & ten pence lawfull Money Damages & Costs of which taxed at  
£ 2. 1. 9 & thereof do  
Given at Feb. 5. 1791

Barnard  
Smith  
No 114  
Salah Barnard of Deerfield in the County of Hampshire Esq. Plaintiff  
W. Warham Smith Yeoman Joseph Smith Esq. Yeoman & Seth Smith  
Yeoman all of Groby in the County of Hampshire Defendants in a Plea of the  
Case for that said Debt at Deerfield on July 21. A.D. 1787 by their Writ  
for Value received promised & Salah to pay him or Order One hundred &  
eighty nine pounds four shillings & two pence two farthings Lawfull  
Money on Demand with Interest Yet the Defendants have not  
paid the same but neglected it to the Damage of said Salah Two hundred pounds  
The Plaintiff appears & the Defendants the three Times called to come into Court makes Default  
of appearance here - Wherefore it is considered by the Court that said Sa-  
lah do recover against the said Defendants One hundred & thirty three pounds  
& four pence Lawfull Money Damages & Costs of which taxed at £ 2. 8. 0 -  
The Defendants appeal & but afterwards the said Salah by Wm. Coleman Gent.  
his Att. on Apr. 26. 1791 acknowledges satisfaction of Judgment aforesaid

Smith  
Barnard  
No 115

Full Smith of Greenfield in the County of Hampshire Gent. Plaintiff  
Barnard late of Deerfield in the County of Hampshire aforesaid Trader an absconding Debtor  
& Eben Barlowell of Deerfield Trader Agent & of W. William Esq. in a  
Plea of the Case for that said William at Greenfield on June 2. A.D. 1790  
was justly indebted to said Full in the sum of fifteen hundred & thirty  
pounds Money then before that Time had received & on Consideration  
thereof promised & Full to pay him the same on Demand Yet said William  
the requested has never paid the same but neglected it to the Damage of said Full



Eighteen pounds & has absconded &c. The Plaintiff appears and it is considered by the Court that this Case be continued to the next Term the third Tuesday of May next

268

Benjamin Arms of Greenfield in the County of Hampshire Yeoman Plaintiff vs  
William Barnard late of Greenfield in the County of Hampshire under a Remittitur  
Barnard of the same County Trader Defendant do to P<sup>r</sup> William Barnard in a  
Petition for that P<sup>r</sup> William at said Greenfield on March 11<sup>th</sup> A.D. 1790 by  
his Note for Value rec<sup>d</sup> promised one Solomon Barnard to pay him a Bill of  
Thirty four pounds one shilling and 14 days & the other half by the first of June  
then next & and afterwards on Oct. 14. 1790 said Solomon at said Greenfield  
by his Indorsement on the back of said Note assigned the same to the Plaintiff  
& directed said William to pay the same to the Plaintiff whereof P<sup>r</sup> William  
then immediately had Notice & in consideration thereof P<sup>r</sup> William promised  
said P<sup>r</sup> Barnard to pay him the same according to the Tenor thereof & and  
also for that the said William on April 14. 1790 at said Greenfield by  
his Note for Value rec<sup>d</sup> promised the Plaintiff to pay him twenty one  
pounds L<sup>1</sup> 21<sup>0</sup> one half in three weeks & the remainder by June 15<sup>th</sup>  
then next & yet said William the requested has never paid the same  
but neglects it to the Damage of said Plaintiff Forty pounds & has  
absconded &c. The Plaintiff appears & it is considered by the Court that  
this Case be continued to the next Term the third Tuesday of May  
next

George Hibbard of Hadley in the County of Hampshire Yeoman Plaintiff vs  
Isaac Hibbard late of Hadley in the County of Hampshire Yeoman Defendant in a  
Petition for that said Isaac at Hadley appeared on September 24<sup>th</sup>  
A.D. 1790 by his Note for Value received promised P<sup>r</sup> George to pay  
him three thousand merchantable Boards on Demand & P<sup>r</sup>  
George avers they were worth thirty Shillings by the thousand and  
also for that said Isaac at Hadley on the day & Year aforesaid  
by his other Note for Value rec<sup>d</sup> promised P<sup>r</sup> George to pay him  
the Value of twenty two Shillings L<sup>1</sup> Money in good Liquid & P<sup>r</sup>  
& Shillings cash by January 1<sup>st</sup> then next & yet said Isaac the requested  
has never paid the same but neglects it to the Damage of said  
George Nine pounds & The Plaintiff appears & the Defendant to the  
Tennis publicly called to come into Court under Default of his  
person here & whereupon it is considered by the Court that  
the said George do recover against the said Isaac Five pounds  
fourteen Shillings L<sup>1</sup> 5<sup>0</sup> 14<sup>0</sup> Damages & Costs of such taxed at 10<sup>0</sup>  
& thereof do  
Ex con. Feb. 5. 1791

John Ashley of Deerfield in the County of Hampshire Physician Plaintiff vs  
Jonathan Marsh. Deaf of Greenfield in the County of Hampshire otherwise Deaf  
called Gent<sup>l</sup> Defendant in a Petition for that said Deaf at said  
Deerfield on June 20<sup>th</sup> last by his Note for Value rec<sup>d</sup> promised  
said John to pay him on Order Fifty four pounds fourteen Shillings &  
Sixpence L<sup>1</sup> 54<sup>0</sup> 14<sup>0</sup> 6<sup>0</sup> Demand with Interest & yet said Deaf the requested  
has never paid the same but neglects it to the Damage of said  
John Eighteen pounds & The said Parties appear & agree to a  
continuance of the Case to the next Term and it is considered by  
the Court that they have Day here in Court until the third Tuesday  
of May next



Moore  
Fowler  
N<sup>o</sup> 119

Joseph & Peter & Silas Fowler both of Southwicks in the County of Hampshire  
vs  
John Parker in a Rule of the Supreme Court made & acknowledged before Isaac  
Goist Esq. Jus. de Pace in the Supreme Court by them now made the Return of the  
Awards as follows - We the Justices &c. have fully examined & do judge  
& award the within named Silas Fowler do pay to the within named Joseph  
Moore Forty one pounds two shillings & six pence Debt & then from  
twelve shillings & eight pence Law for m. over Costs, both of which to be taxed  
by the Court &c. Matthew Lupton Esq. v. the - And the within Plaintiff  
served by the Court that said Joseph do recover against the said Silas Forty  
one pound two shillings & six pence Law for m. over Damages & Costs of which to  
be taxed at L. 4. 16. 9 - Whereupon the said Silas by Joseph Lupton  
Gent. his Att. appears from the Judgment of this Court to the Supreme and  
in all Courts to be holden at Northampton in & for the County of Hampshire  
on the last Tuesday of April next & he recognizes with Matthew Lupton Esq. his  
procureur his said Appeal with Costs &c.

Mellorson  
J. Mellorson  
N<sup>o</sup> 120

John Mellorson of Granville in the County of Hampshire German Plaintiff  
vs  
Jonathan Mellorson of the same Granville German Defendant in a Plea as  
is at large set forth in the Declaration filed in the Plea being then Term called  
to converse Court is Nowise, the Deft. appears & shews for his Costs  
and it is considered by the Court that said Jonathan do recover against  
the said John his Costs taxed at L. 1. 10. 0 & thereof an Exon of Feb. 7. 1791

Smith  
Porter Esq.  
N<sup>o</sup> 121

Richard Smith of New London in the County of New London & State of Con-  
necticut Plaintiff vs  
Elizabeth Porter of Haverhill in the County of Hampshire  
Esq. & Sheriff of the County of Haverhill in a Plea of Detainer on the Case for that  
said Richard at said Springfield on the 24th of May 1790 before Messrs  
J. Esq. Jus. de Pace recovered Judgment against our Accused Morgan for Six  
pounds eleven shillings & nine pence & L. 10. 0 Damages & 17. 10 Costs of which  
wherein Judgment remains in full Force, & the Plea afterwards on Decem. 1790  
then made sent out an alias Exon on a Judgment directed to the Sheriff in  
which Richard afterwards on the 24th day of the same December delivered to our  
John Morgan a Deputy Sheriff under the said Elizabeth to be by him served without  
and the Plea avers that said John notwithstanding the Duty he did not cause the  
sums to be paid the Plea & make the Return &c. &c. & his Doing therein  
whereby he has lost the Benefit of the Judgment & that Elizabeth is answerable  
in Law & that the sum due to the Plaintiff of Richard there, remains  
the Plaintiff & the Deft. the called makes Default of appearance in Court  
wherefore it is considered by the Court that said Richard do recover against the  
said Elizabeth Eight pounds, thirteen shillings & eleven pence Law for m. over  
Damages & Costs of which taxed at L. 4. 11. 0 & thereof an Exon of May 24. 1791.

Cheson vs  
Porter Esq.  
N<sup>o</sup> 122

Laurence Cheson & Philip Parsons of the City & County of Philadelphia & Commonwealth  
of Pennsylvania Plaintiffs vs  
John Porter Esq. Sheriff of the County of Hampshire in a Plea of Detainer on the Case for that  
said Porter at said Springfield on the 24th of May 1790 before Messrs  
J. Esq. Jus. de Pace recovered Judgment against our Accused Morgan for Six  
pounds eleven shillings & nine pence & L. 10. 0 Damages & 17. 10 Costs of which  
wherein Judgment remains in full Force, & the Plea afterwards on Decem. 1790  
then made sent out an alias Exon on a Judgment directed to the Sheriff in  
which Richard afterwards on the 24th day of the same December delivered to our  
John Morgan a Deputy Sheriff under the said Elizabeth to be by him served without  
and the Plea avers that said John notwithstanding the Duty he did not cause the  
sums to be paid the Plea & make the Return &c. &c. & his Doing therein  
whereby he has lost the Benefit of the Judgment & that Elizabeth is answerable  
in Law & that the sum due to the Plaintiff of Richard there, remains  
the Plaintiff & the Deft. the called makes Default of appearance in Court  
wherefore it is considered by the Court that said Richard do recover against the  
said Elizabeth Eight pounds, thirteen shillings & eleven pence Law for m. over  
Damages & Costs of which taxed at L. 4. 11. 0 & thereof an Exon of May 24. 1791.



in the Court that the said Plaintiff recover against the said Defendant seven pounds  
for salaries & eight pence Lawyrs fees Damages & Costs of suit taxed at 10 pence

229

Simon Chapin Charles Chapin & Abel Chapin Gent<sup>l</sup> all of Springfield Chapin & Chapin  
in the County of Hampshire in the County of Hampshire demand that the Debt due from  
Appellee from the judgment of Escheator of the said County in which said Debt  
said was \$1000. Simon Chapin & Abel Chapin in & Edward as Appellee  
in & forth in the Escheator copy on file. And now the said Parties being  
called to come into Court neither Party appears & the Case is dismissed

John Bridge  
1799

Annals of the County of Hampshire in the County of Hampshire demand that the  
Honorables late of Pelham in the County of Hampshire demand that the  
whole of the personal Estate & Credits of said Deceased amount to £73.1  
in the said Estate as inventoried amount to £63.3.0; the Debt due from  
said Estate as reported by the Comptroller amount to £197.13.5.1  
He therefore prays he may sell all the Real Estate of said Deceased as the Law  
directs in which said Petition together with a Certificate from the  
Office of Probate of Wills for the said County confirming the facts  
therein declared being read & it is thereupon considered by the Court that the  
said Administrator be & he hereby is empowered to make Sale of all the  
Real Estate of said Deceased for the purpose of paying the Debt due from said  
Estate as the Law will enable him to do so, he being observing the Direction  
of the Law relating to such Sale

Honorables  
Admin. R. 1799  
Sale in a Court

1799

Annals of the County of Hampshire in the County of Hampshire demand that the Debt due  
late of Norwich in the County of Hampshire demand that the Debt due  
from said Estate exceed the personal Estate the sum of £4.18.6 & the whole Real Estate  
of the Real Estate as inventoried amount to £48.5.0 only. He therefore  
prays liberty to sell the whole of the Real Estate of said Deceased subject to  
his Widow & Improvements of her Right of Dower therein which said  
Petition with the Certificate of Probate & Certificate confirming the facts of the  
facts therein set forth being read, it is thereupon considered by the Court  
that the said Administrator be & he hereby is empowered to make Sale of the  
whole of the Real Estate of said Deceased subject to the Widow & Improvements  
of her Right of Dower therein during her Life, for the purpose of paying  
the Debt due from said Estate, he being observing the Direction of the Law  
relating to such Sale

Annals of the County of Hampshire in the County of Hampshire demand that the Debt due  
late of Norwich in the County of Hampshire demand that the Debt due  
from said Estate exceed the personal Estate the sum of £4.18.6 & the whole Real Estate  
of the Real Estate as inventoried amount to £48.5.0 only. He therefore  
prays liberty to sell the whole of the Real Estate of said Deceased subject to  
his Widow & Improvements of her Right of Dower therein which said  
Petition with the Certificate of Probate & Certificate confirming the facts of the  
facts therein set forth being read, it is thereupon considered by the Court  
that the said Administrator be & he hereby is empowered to make Sale of the  
whole of the Real Estate of said Deceased subject to the Widow & Improvements  
of her Right of Dower therein during her Life, for the purpose of paying  
the Debt due from said Estate, he being observing the Direction of the Law  
relating to such Sale

1799

Annals of the County of Hampshire in the County of Hampshire demand that the Debt due from  
of Greenfield in the County of Hampshire demand that the Debt due from of Real Estate  
said Estate in addition to the sum of £1000.00 exceed the personal Estate the  
sum of £1000.00 pounds one shilling & that the whole of the Real Estate  
of said Deceased as inventoried amount to the sum of £1000.00. He therefore  
prays liberty to sell the whole of the Real Estate of said Deceased as the  
Law directs, the Widow of said Deceased having relinquished her Right of Dower  
therein which said Petition being read as also a Certificate from the  
Office of Probate of Wills for said County establishing the facts therein set forth  
it is considered by the Court that the said Administrator be & he hereby is empowered  
to make Sale of the whole of the Real Estate of said Deceased for the purpose of  
paying the Debt due therefrom, he being observing the Direction of the Law  
relating to such Sale

Proctor Admin.  
1796

1796

Colonel Goddard of Northampton in the County of Hampshire demand that the Debt due from  
Tullon & Tullon both of the town in the County of Hampshire demand that the  
last Will & of Robert Tullon late of Northampton demand that the Debt due from  
for that said Robert in his Life Time did pay to the said Tullon by his  
Note for Value received promissory said Tullon to pay him or his Order twelve pounds  
one shilling & seven pence Lawyrs fees & Costs of suit with Interest. The said Robert  
deceased & is reported in his last Will seven pence & six pence, nor have the Executors

Godard  
Tullon & Tullon  
1797

1797



after said ever paid the same but neglects it to the Damage of said Solomon twenty pounds - The said Parties appear & agree to a Continuance of this Case to the next Term & it is considered by the Court that they have Day here in Court untill the third Tuesday of May next

Goodman  
Wells  
1828

Moah Goodman of South Hadley in the County of Hampshire Esq. Plaintiff  
vs  
Wells of Shelburne in the County of Hampshire Defendant  
In a Case that he under  
taker said Moah has hundred pounds which he owes & from him  
unjustly detains as is at Large set forth in the Liberator & in the Liberator  
at the Debt the Plaintiff called to come into Court makes Default of appear  
here here after which & before any Judgment of Court the Plaintiff acknowledges  
he has received full Satisfaction hereon

Sumner  
Superior  
1828

Samuel Sumner of Windsor in the County of Hartford &  
State of Connecticut Plaintiff  
vs  
Abraham Page late of Southwick in the County of Hampshire Defendant  
In a Case that at a Court held before Justice Esq.  
Esq. at Southwick on March 16. 1828 he received Judgment against  
Abraham Page late of Southwick in the County of Hampshire  
for £313. 4. 6 L. M. Damages & Costs of Suit taxed at £1. 6. 2 whereon  
Execution hath issued & satisfied by extending the same on the Real  
Estate of said Page part of which Real Estate so levied upon & sold raised  
at the sum of five hundred & forty six pounds three shillings lawful  
money hath since appeared not to have been the Estate of the said Abraham  
Page is not liable to the Extent of the same Execution & said Sumner cannot  
hold & enjoy the same by Virtue thereof, and therefore prays a Writ of  
Superior may issue against the said Abraham to appear before this  
Court at the next Term to shew Cause why an alias Execution may not  
issue for the same sum of £313. 4. 6 so levied as aforesaid &  
Whereupon it is considered that a Writ of Superior do issue according  
to the prayer of the foregoing Petition

Quabon  
1830

William Quabon of Springfield in the County of Hampshire Esq. Plaintiff  
vs  
The Treasurer of the said County Defendant  
In a Case that by under as well as the same County of Hampshire as to  
him the said William the sum of fifty pounds lawful money which he owes  
and from him unjustly detains in this Court that whereas the said William  
notified in said County on the 29th day of October last he the said William  
being a Justice of the Peace for the said County did marry a  
certain Maid by the Name of Miss Parrot to a certain Woman by the Name  
of Patty Dickinson without any Publication of the Reasons of Matrimony  
between the said William & the said Patty according to Law against the Form of the  
Statute in such Case made & provided whereby an Action doth accrue to William  
to demand & have of the said William the said sum of fifty pounds lawful  
money two third parts whereof to wit the sum of thirty three pounds six shillings  
being eight pence to be paid to the Plaintiff of the County of Hampshire & the residue to be  
William the Plaintiff to the Damage of William Fifty pounds - The  
said Parties appear & agree to a Continuance of this Case to the next Term &  
it is considered by the Court that they have Day here in Court untill the third Tuesday  
day of May next

Graves  
1831

James Graves of Worcester in the County of Hampshire Plaintiff  
vs  
Thomas Parker of Halifax in the County of Windsor & State of Vermont Defendant  
In a Case that Parker in a Rule of Supreme entered into a bond up to the said James Graves  
owed before Mr Justice Treadwell and now at this Time the Plaintiff  
appears into Court that Parker to wit that James do recover against Parker  
the sum of nine pounds eight shillings & eight pence lawful money Damages and  
£1. 17. 6 Costs of the same Cost of Court to be taxed by the Court when upon  
it is considered by the Court that James do recover against Parker £9. 13. 8 Dam.  
& Costs of Supreme & Court taxed at £3. 7. 4 & thereupon  
Execution Feb. 8. 1791



Nathan Pellingal of Belbushover & John Cooke of Belbarn both in the County  
of Hampshire humbly shew that their goods & estate were attached at the  
Suit of Nathaniel Parker of the County aforesaid & further that they Pellingal & Cooke  
were called to answer at the Court at the Term to answer as a Bail Bond & that  
they have failed to enter & prosecute said Belbarn & they therefore pray they  
may be allowed their Costs &c. Whereupon it is considered by the Court  
that said Nathan & John do recover against said Nathaniel their Costs taxed  
at £14 7 3 & thereof &c. Exonerat Feb 5. 1791

Humbly shew Nathaniel Parker of Belbarn in the County of Hampshire  
that he was summoned to appear at the Court at this Term  
to answer to Jacob Ward of said Belbarn & Thomas in a Plea of  
Trespass & that said Ward hath neglected to enter & prosecute & that  
wherefore he may be allowed his Costs Whereupon it is considered  
by the Court that said Jacob do recover against said Jacob & his Costs  
taxed at £14 7 3 & thereof &c. Exonerat Feb 5. 1791

John Thomas Peck of Belbarn in the County of Hampshire Thomas and  
Selwyn Courro of Northampton in the same County Thomas Parker in  
a Plea of Trespass entered into & acknowledged before Mr Justice Peck  
according to the Statute in such Case provided &c. The Justices now  
send into Court their Award viz That said Jonathan recover of said  
Selwyns Two pounds ten shillings Damages & Costs of which & Expenses  
being £20 2 7 & that said Selwyns discharge his Oath against said Jonathan  
Judgments for which was obtained before Samuel Smith Esq dated  
22<sup>d</sup> November last past for Forty six shillings Damages & Costs being in all  
£20 12 2 & that the said Selwyns pay the said Jonathan Forty shillings  
& five pence being the Gallard & that he & his Attorneys of all Fees  
and between them to the Time of Judgment Whereupon it is  
considered by the Court that said Jonathan do recover against said  
Selwyns Forty shillings & five pence Law Money Damages & Costs of  
Court taxed at 18 1/4 & thereof &c. Exonerat Jan 25. 1791

Abner Smith of Claster in the County of Hampshire Gent<sup>l</sup> Joseph Smith  
Walter Esq of Partridgefield in the County of Berkshire Esq. Parker  
in a Plea of Trespass by them entered into & acknowledged before Sam  
uel Smith Esq Just<sup>l</sup> Peck according to the Statute &c. The Justices now  
send into Court their Award viz We find the said Walter over the said  
Smith Forty three pounds thirteen shillings & ten pence two shillings  
and award that said Smith recover against said Walter the aforesaid  
Sum of £43. 13. 10 & Law Damages & Costs of Expenses amounting  
to £10 shillings with such Costs as the Court may legally tax &c.

Whereupon it is considered by the Court that said Abner do recover against  
said Joseph £43. 13. 10 & Law Money Damages & Costs of Expenses & Costs  
taxed at £11. 5. 0 & thereof &c. Exonerat Feb 14. 1791

Solomon Allen of Northampton in the County of Hampshire Esq. & John Allen  
of the same Northampton Gent<sup>l</sup> Parker in a Plea of Trespass by them entered  
into & acknowledged before John Smith Esq Just<sup>l</sup> Peck & that said Justices now  
send into Court their Award viz We do award that said Solomon recover of said John  
Four pounds thirteen shillings & six pence Law Damages & Costs of Expenses being  
£4 19 6 & Costs of Court to be taxed by the Court &c. and thereupon it is consid  
ered by the Court that said Solomon do recover against said John a £4 13 6 Damages  
& Costs of which & Expenses taxed at £9 14 10. Whereupon P. D. has by Sam<sup>l</sup> Smith  
Esq his Att<sup>l</sup> appeals from the Judgment of this Court to the High Court of the  
Commons to be holden at Northampton in & for the County of Hampshire on the last  
Tuesday of April next & he recognizes with Security &c. for his prosecuting the same  
to the said Court



Cooper  
Stalfield  
No. 138  
Joseph Cooper of Northampton in the County of Hampshire Gent. vs. the Inhabitants  
of the Town of Stalfield in said County. Deft. in a Plea of Trespass on the Case  
and a large sum of money in the Arbitration File is. The said Parties appear by their res-  
pective Attys and come to a compromise of this Case to the sum of £1000 and it is  
considered by the Court that they have Day here in Court until the third Tues-  
day of May next

Fletcher Adm'r  
Petitioner  
vs. the County of Hampshire  
No. 139  
Humbly shews John White of Winchester in the County of Hampshire  
State of New York Roman Adm'r on the Estate of John Fuller late of Stalfield  
in the County of Hampshire deceased that said John Fuller in his Life Time Crs-  
ed in March 1786 made a Deed of Gift of a Parcel of Land in Stalfield  
his Writing obligatory under his hand & Seal wherein he gave himself or his  
Heirs & assigns a Deed of Gift of a Parcel of Land in Stalfield  
on South River so called in said Stalfield with the Bridges, Tithes & all  
rights upon his paying the said John Fuller a Note of hand which he then held  
against the said John Fuller for three hundred pounds of Ten or upwards which  
Note has been fully paid to the said John Fuller in his Life Time but he said  
Fuller was prevented making a Deed of the same & afterwards to the said John  
Fuller by Death. And Adm'r therefore prays he may be licensed & empowered to  
make a Deed to the said John Fuller of the same according to the Statute  
in the Law directs. Whereupon it is considered by the Court that the  
said Adm'r be and he hereby is empowered to make a Deed  
agreeable to the Contract of the said Note as set forth in the foregoing Petition

Lynman Compt  
vs. Curson  
No. 139  
Joseph Lynman of Stalfield in the County of Hampshire Clerk complains  
that he was summoned to appear at this Court to answer the Complaint Curson of  
Stalfield against David Curson in a Plea which Plea Curson takes  
refusal to prosecute. Whereupon the Court has Judgment for his Costs & therefore it  
is considered by the Court that said Joseph do recover against said Curson Four  
pounds eight shillings & one penny for his Costs in depending the said Plea of the  
said Curson & thereof do  
Exon. Feb. 16. 1791

Shwater  
Tillotson  
No. 140  
John Shwater of Westfield in the County of Hampshire Trader vs. Jonathan  
Tillotson of Cranville in the same County. Jonathan Partis in a Plea of  
Trespass by them entered into & returned & tried before Mr Justice Phelps  
according to the Statute do. Thereupon now send into Court their Award viz  
that they award that said John do have & recover of said Jonathan Four pounds  
sixteen shillings & eight pence Damage & Costs of Arbitration being £12.11  
Whereupon it is considered by the Court that said John do recover against the  
said Jonathan £4.6.0 & of Damages & Costs of Expenses & Costs taxed at  
£2.11.3 & thereof do  
Exon. Feb. 16. 1791

Fowler  
vs. Moore  
No. 141  
Cesar Fowler of Southwick in the County of Hampshire Gent. vs. Joseph Moore of  
the same Southwick Gent. Deft. in a Plea of Trespass for that said Cesar a horse  
belonging to him on the 30th day of October last & at divers Days & Times between the  
Day & the first of July last with Force & Arms did break & enter the Pleas  
Close lying in Southwick aforesaid & did therein take & carry away eight  
Tons of Hay of the Value of ten pounds & two loads of Indian Corn of the  
Value of three pounds & other Provisions did & do committed against the same  
to the Damage of the said Cesar Twenty pounds. The Parties appear and  
agree to a Compromise of this Case to the sum of £1000 and it is  
considered by the Court that they have Day here in Court until the third Tuesday  
of May next



Benjamin Marsh of Gladde in the County of Hampshire Yeoman & Col. Leman  
of Northampton in the same County; sent to Partis in a Chute of 1000 by  
them entered into a Acknowledged before Mr Justice Lyman. The 3<sup>rd</sup> of the said Marsh  
now send into Court their Award. VIZ That the said Leman pay to the said  
Marsh six shillings lawful money Damages & the Costs of his Repulse awarded  
before the said Court & four shillings & four pence Costs of Court to be taxed by  
the Court &c. Whereupon it is considered by the Court that said Marsh do  
recover against said Leman six shillings lawful money Damages & Costs  
of Court & Repulse being £2.9.0 & that of &c. Dated 1<sup>st</sup> April 1791.

Stephen Hayward of Northampton in the County of Hampshire Husband  
man & John Goringe of Northampton in the same County Husband  
man in a Chute of Repulse by them entered into a Acknowledged before  
John R. Clerk Esq. &c. The Repulse by them entered into  
Court their Award. VIZ That the said John Goringe pay to the said  
Stephen Hayward money Damages & Costs of Repulse amounting to twelve shillings &  
Costs of Court to be taxed by the Court. Whereupon it is considered by the  
Court that the said Stephen do recover against said John Goringe  
lawful money Damages & Costs of Court & Repulse taxed at £1.1.4  
& that of &c. Given at August 9. 1791.

Samuel Hunt of Northampton in the County of Hampshire  
that Abigail Wink of Northampton in the same County Widow on January  
1790 presented in the Clerk's Office of the Court a Complaint against  
said Robert late of Northampton selling goods that said Abigail was indebted  
to said Abigail in divers sums of money & on the Day aforesaid entered  
said John to be served with a Summons issuing from the Clerk  
of said Court to appear as Agent & Trustee of said Abigail as absconding  
Debtor but said John failed to enter his said Summons; said John therefore prays  
he may be allowed his legal Costs & And Whereupon it is considered  
by the Court that said John do recover against said Abigail his Costs  
taxed at £1 & that of &c.

Thomas Shaw of Cotnam in the County of Hampshire Yeoman & Col. Leman  
complain that as a Justice Court holden before Judge W. Wallen Esq. at his  
Dwelling House in Cotnam on Oct. 19. last he received Judgment Moore  
against Moses Moore of Palmer in the County of Devon for one pound  
two shillings Damages & Costs of Suit taxed at £2.9.0 from which  
Judgment said Moses appealed to this Court & hath failed to prosecute &  
appeal he therefore prays Judgment for his additional Damages & Costs  
Whereupon it is considered by the Court that said Thomas do recover against  
said Moses three pounds fourteen shillings lawful money Damages & Costs  
before the Justice & the Costs of this Suit taxed at £1.15.0 & that of &c.  
Given at Feb. 3. 1791.

Thomas Shaw of Cotnam in the County of Hampshire Yeoman & Col. Leman  
complain that as a Justice Court holden before Judge W. Wallen Esq. at his  
Oct. 19. last he received Judgment against Moses Moore of Palmer in the  
same County Devon for one shilling & five pence Damages & Costs of  
Court taxed at £1.4.11 from which said Moses appealed to this Court & failed  
to prosecute the same, he therefore prays Judgment for his additional  
Damages & Costs &c. Whereupon it is considered by the Court that said  
Thomas do recover against said Moses one pound six shillings & seven  
pence lawful money being the Damages & Costs before the Justice &c. and  
Costs of this Suit taxed at £1.15.0 & that of &c. Given at Feb. 5. 1791.



Boltwood  
Allen  
N<sup>o</sup> 147

Benjamin Boltwood of Lumburgh in the County of Hampshire Gent<sup>l</sup> Pet<sup>r</sup> is  
Shew Allen of Lumburgh in the same County Husbandman Def<sup>t</sup> in a Pet<sup>r</sup> of the  
Case for that said Oliver st<sup>d</sup> said Lumburgh on December 20<sup>th</sup> A<sup>d</sup> 1787 by his  
Note for Value rec<sup>d</sup> promised said Beninger to pay him or Order the Value of  
twenty two pounds six shillings & five pence halfpenny in lawful Money on  
good polack and deliver the same abroad Beninger there in Lumburgh at Cash.  
Justice above before the first day of May that next & also for that said Oliver  
abstain Lumburgh on September 6<sup>th</sup> A<sup>d</sup> 1790 by his Note for Value rec<sup>d</sup> pro  
mised said Beninger to pay him or Order Thirty one pounds in lawful Money  
on Demand with lawful Interest for the same till paid Yet Oliver the said  
requester has never performed either of his said Promises but anglets up to the  
Damage of said Beninger Twenty pounds in The Pet<sup>r</sup> appears and the Def<sup>t</sup>  
the three Times publicly called to come into Court makes Default of Ap  
pearance here ~ Wherefore it is considered by the Court that said Beninger  
do recover against <sup>st<sup>d</sup></sup> Oliver Forty six pounds thirteen shillings & six pence  
of lawful Money Damages & Costs of Suit taxed at L<sup>l</sup>. 15<sup>th</sup> 9<sup>th</sup> & there of a  
Exon<sup>at</sup> Feb<sup>r</sup> 14<sup>th</sup> 1791

Phelps & Pet<sup>r</sup>

For which is Humbly shew John Phelps of Westfield in the County of Hampshire Esq<sup>r</sup>  
Pet<sup>r</sup> & Order that at the Court of Common Pleas holden at Northampton in & for the County  
of Hampshire on the 4<sup>th</sup> Tuesday of August A<sup>d</sup> 1784 he recovered Judgement  
N<sup>o</sup> 145 - against Job Stiles Jun<sup>r</sup> of Cannville in the County aforesaid for the  
Sum of Ten pounds eight shillings & three pence lawful Money Damages &  
& Costs of Suit taxed at L<sup>l</sup>. 7<sup>th</sup> 0<sup>th</sup> whereon Exon<sup>at</sup> date of said & satisfied by ex  
tending the same on Real Estate supposed to be the Real Estate of <sup>st<sup>d</sup></sup> Job & which  
having appeared not to have been the Estate of <sup>st<sup>d</sup></sup> Job & not liable to the extent  
of said Exon<sup>at</sup> & the said John cannot hold & enjoy the same by Virtue thereof  
he therefore prays that a Writ of Fieri facias may issue against said Job to ap  
pear before the Court at their next Term to shew Cause why an alias Exon<sup>at</sup>  
may not issue per <sup>st<sup>d</sup></sup> Term so held & satisfied as aforesaid & Costs of Writ  
Wherefore it is considered by the Court that said John may have a Writ  
according to the Prayer of the foregoing Petition for the purpose therein set forth

See  
Fowler  
N<sup>o</sup> 149

Campbell Lieut<sup>nt</sup> & four Porter both of Northburgh in the County of Hampshire  
Parties in a Rule of Supreme by them entered into & acknowledged before me  
Lieut<sup>nt</sup> Esq<sup>r</sup> Just<sup>ice</sup> Pet<sup>r</sup> ~ The Pet<sup>r</sup>ers were sent into Court their Award viz  
That the within named Campbell do have & recover of <sup>st<sup>d</sup></sup> Porter one pound four  
shillings & eight pence Damages & fourteen shillings & four pence Costs of Suprem<sup>cy</sup>  
The <sup>st<sup>d</sup></sup> Campbell not appearing in Court it is considered that the Case be contin  
ued until the next Term the third Tuesday of May next

Spurgeon Esq<sup>r</sup>  
Pet<sup>r</sup> & Order  
N<sup>o</sup> 150

Humbly shew William Spurgeon Esq<sup>r</sup> Administrator on the Estate of Daniel  
Harris late of Springfield deceased, that said Daniel in his last Will & Testament  
14<sup>th</sup> A<sup>d</sup> 1776 made in a certain Bond to one Abraham Parker for the Sum of Fifty  
pounds conditioned upon the payment of a certain Sum of money to be paid  
execute to him the said Abraham a good & sufficient warrantee And of Lot  
N<sup>o</sup> 149 being & being in the New Townshipp called & by the said Parker  
done by the said Parker directed by the General Court; that y<sup>e</sup> Petitioner served  
out his Writ as Administrator aforesaid & recovered Judgement against him  
the said Abraham to the Amount of the Sum due the said Daniel in his last  
Will & Testament ~ He then he prays he may be empowered upon pay  
ment of writ paid Judgement to make & execute to <sup>st<sup>d</sup></sup> Abraham as Admin<sup>r</sup> a Deed of  
the said Lot N<sup>o</sup> 149 ~ Whereupon it is considered by the Court that the said  
Spurgeon be and he hereby is empowered to make & execute a good & sufficient Deed  
of the Lot of Land described in the foregoing Petition to the said Abraham against to  
the Prayer of the Petitioner



David Fowler & John Campbell vs. John Campbell & John Fowler  
 in which of the above is their entered into a judgment before  
 Judge & said Court by which the said John Campbell by them chosen now send into Court their  
 award as follows: "John Campbell & John Fowler 22<sup>d</sup> 1890. We the undersigned have considered  
 and all the demand of the said David Fowler & John Campbell a sum of money due to the  
 said David Fowler & John Campbell Twelve pounds twelve shillings eight pence by us the  
 jury David Fowler & John Campbell. Doas take - When upon it is considered by the  
 Court that said David do recover against said John Twelve pounds twelve  
 shillings eight pence lawful money Damages & cost of Court taxed at £3.19.4  
 Whereupon the said John by Joseph A. Brown Genl. is Att. & appears from the  
 judgment of the Court to the Supreme Judicial Court to be holden at  
 Northampton in & for the County of Hampshire on the last Tuesday of April  
 next and he recognises with surety for John procuring the same to  
 appear as by said recognisance on file does appear

Campbell  
A. 1891

John A. Brown & Paul Whitney both of Westfield in the County of Hampshire  
 Parties in a Rule of the Supreme by them entered into & acknowledged before John  
 Ham Parks Esq. - The Jurors by them chosen now send into Court their  
 award viz That said Paul pay to said John Two pounds seventeen  
 shillings eight pence lawful money the cost of the Supreme being paid between  
 them sent a final settlement of all demands &c. Whereupon it is con-  
 sidered by the Court that the said John do recover against Paul Two  
 pounds seventeen shillings eight pence lawful money Damages & cost of  
 Court taxed at £0.18.4 & the above  
 Given at Westfield Feb 7<sup>th</sup> 1891

See  
Whitney  
A. 1892

Samuel Charles Alexander Esq. Adm. on the Estate of Anthony Robbins  
 late of Pennington in the County of Pennington & State of Vermont dec'd Real Estate  
 that the whole amount of the inventory of the Estate of the Deceased is under  
 £76.15.0 & the cost of Administration to the same is a Debt due from  
 said Estate amount to £24.1.5 a sum being no personal Debt of  
 said Deceased in the hands of said Adm. he therefore prays he may be  
 allowed to make sale of some of the Real Estate of the Deceased as  
 shall produce the aforesaid sum of £24.1.5 & cost of sale &c.

Robbins  
Feb 7<sup>th</sup> 1893

Wherefore Petition with a Certificate from the Register of Probate of the  
 as for a County concerning the said herein stated being read it is through  
 on considered by the Court that the said Administrator be and he hereby  
 is empowered to make sale of some of the Real Estate of the Deceased  
 as shall produce the sum of twenty six pounds for the purposes mentioned  
 in the said Petition he being observing the Directions of the Law relating  
 to such Sales

Mr William C. is now admitted to be an Att. in this Court  
 and he took & subscribed the Oath of Allegiance to this & the United  
 States, & the Oath of Office was also administered to him in Court  
 to qualify him to practice here as an Att.

The foregoing Judgments Orders &c. being made  
 & entered up in manner aforesaid & then the Court  
 adjourned without Day

Attest  
 Wm. H. Blackden



























